

**California Department of Public Health (CDPH)  
Maternal, Child and Adolescent Health (MCAH) Division**

**Fiscal Administration  
Policy & Procedure Manual  
Fiscal Year 2010-11**

**July 2010**

*This Manual applies to  
Local Health Jurisdictions (LHJs) and  
Community Based Organizations (CBOs) operating our:*

**Maternal, Child and Adolescent Health (MCAH) Program  
Black Infant Health (BIH) Program  
Adolescent Family Life Program (AFLP)**

***MCAH PROGRAM WEB SITE***

***<http://cdph.ca.gov/MCAH>***

***MCAH FISCAL ADMINISTRATION WEB SITE***

***<http://cdph.ca.gov/MCAHfiscal>***

# ADMINISTRATIVE POLICES AND PROCEDURES

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# ADMINISTRATIVE POLICES AND PROCEDURES

## ADMINISTRATION FUNDING

### OVERVIEW

Under the California Department of Public Health (CDPH), the Maternal, Child and Adolescent Health (MCAH) Division allocates funds to assist agencies in supporting activities, which promote the health of all mothers and children in California consistent with the federal Maternal and Child Health Title V Block Grant.

Please be aware that Congress or the State Legislature can change final budget appropriations. Final annual fiscal year allocations are subject to the funding actually appropriated in the federal and state budgets. The annual funding for the MCAH programs, allocated to Local Health Jurisdictions (LHJs), and non-profit Community Based Organizations (CBOs), may require increases or reductions based upon federal or state appropriation changes.

For the purposes of simplification several terms are being shortened to hopefully make comprehension of this manual easier. The Division, which administers the MCAH, AFLP, and BIH Programs in California, will be referred to as “**Division**” or “**The Division**”. Since the vast majority of this manual applies to all three programs, when we are referring to all three programs we will use the term “**Program(s)**”, and will always be capitalized. If we are referring to only one or two of the programs, we will specify those programs by name.

### TITLE V BLOCK GRANT

Title V Block Grant funds are used to reimburse Program expenses incurred for activities consistent with the goals and purposes of the Title V Block Grant.

Pursuant to 42 U.S.C., Section 704, the Agency cannot use Title V funds to:

- Provide inpatient services.
- Make cash payments to intended recipients of health services.
- Purchase or improve land.
- Purchase, construct or permanently improve any building or other facility.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **ADMINISTRATION FUNDING**

- Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- Provide financial assistance to any entity other than a public or non-profit private entity for research or training services.
- Make payment for any item or service (other than an emergency item or service) furnished by:
  - An individual or entity during the period such individual or entity is excluded from participation in any other federally funded program, and/or
  - At the medical direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

#### **STATE GENERAL FUNDS**

State General Funds (SGFs) are used to enhance and promote Programs in local jurisdictions. Pursuant to Section 123255 of the California Health and Safety Code, SGFs are to be used to maximize the reimbursement of available federal funds claimable under Title XIX of the Federal Social Security Act (42 U.S.C., Sec. 1396 et seq.).

#### **AGENCY FUNDS**

Agencies are expected to contribute and budget Agency funds toward the total cost of operating and promoting Programs in local jurisdictions. Pursuant to Section 123255 of the California Health and Safety Code, non-federal agency funds should be used to maximize the use of available matching federal funds claimable under Title XIX of the Federal Social Security Act (42 U.S.C., Sec. 1396 et seq.).

#### **TITLE XIX MEDI-CAL FEDERAL FINANCIAL PARTICIPATION**

Federal Title XIX Medi-Cal (Medicaid) Funds may be used to reimburse a percentage of expenses incurred for personnel and associated operating costs for matchable activities under Federal Financial Participation (FFP). These funds are applicable only to women and children who are Medi-Cal eligible or Medi-Cal beneficiaries. The Budget may include Title XIX

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **ADMINISTRATION FUNDING**

federal funds matched at either an Enhanced rate (75% Federal Funds and with 25% State General or Agency General Funds) or Non-Enhanced rate (50% Federal Funds and with 50% State General or Agency General Funds). Agencies must conform to requirements contained in the FFP Section of this Policy and Procedure Manual if they are budgeting any Title XIX funds.

### **SPECIAL PROJECTS FUNDING**

The Division may sometimes sponsor limited term special demonstration projects. They are funded based on priorities and availability of funds and are generally funded by Title V.



# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **OVERVIEW**

Fiscal support for Programs is available from federal Medicaid Title XIX Funds. This fiscal support is called Federal Financial Participation (FFP). The LHJs; i.e. city or county health departments, and CBOs responsible for the public health needs in the designated geographic area can claim reimbursement through FFP Title XIX funds. The Programs can claim FFP funds when participating in:

- Assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal program , and/or
- Assisting individuals on Medi-Cal to access Medi-Cal services.

The Centers for Medicaid and Medicare Services (CMS) regulations allow matching for administrative activities at a Non-Enhanced rate (50/50) for the majority of expenses necessary for the proper and efficient administration of the Medi-Cal program. CMS also allows matching at an Enhanced rate (75/25) for certain activities performed by Skilled Professional Medical Personnel (SPMP) with specified education and/or training, and their direct clerical support.

The Division makes available, through SGF allocations to LHJs and grant agreements with CBOs, a partial reimbursement for administrative activities and expenses.

This reimbursement:

- Is provided through matching Medi-Cal Title XIX funds with local agency general fund and/or Division allocated SGF to maximize funding for the Program.
- Applies to personnel employed directly by an FFP participating agency or subcontracted agency.

There are two factors that determine the amount of FFP an agency can claim:

1. Title XIX time studied activities, and
2. Agency's Medi-Cal Factor (MCF).

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FFP TIME STUDIES

Time Studies are the primary documentation source of FFP and determine the percent of time that is matchable. Secondary documentation gives support to the claiming of matchable FFP funding, can be requested by the Division to verify high percentages of FFP matching, and is reviewed during on-site audits to substantiate the percentage of FFP matching. Examples of secondary documentation include logs, calendars, journals, day planners, and must identify:

- Staff name(s), Position(s), and Program(s);
- Date and time span of activities;
- Activities and intent of activities;
- Number of clients seen or contacted; and
- When using a variable MCF, verification and documentation of Medi-Cal enrollment.

To claim Medi-Cal Title XIX funds, an agency must be able to document staff time spent in the program in which they are budgeted and that their time claimed is spent performing administrative activities that meet the two FFP objectives:

1. Assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal program, and/or
2. Assisting individuals on Medi-Cal to access Medi-Cal Services

### Requirements

Each person listed on a Program Budget claiming Title XIX activities must document 100% of their work time for a minimum of one month each quarter, whether or not that time is related to Program activities. Time worked in programs other than MCAH programs must be either coded to the specific non-MCAH program, or combined into a category determined by the agency.

**Note: Time spent doing the following administrative activities associated with a federal function code is to be considered as time spent doing the function.**

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

- The performance of necessary paperwork, travel, and supervision including the supervision of the SPMP staff by a SPMP supervisor. Employee break time is coded to the activity the employee is engaged in immediately before or after the break period. Lunchtime is NOT coded because it is unpaid time.
- The immediate supervisor must review, approve, and sign all time study documents. Time study documents, including secondary documentation, must be kept for a minimum of three years from the date of the last payment for the fiscal year.

### Procedures

All staff claiming FFP match on the Program Budget must complete daily time studies for a minimum of one month in every quarter. The month designated to be the time study month (1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> month) must be consistently time studied throughout the year. The designated time study month is determined by each Agency at the beginning of the fiscal year. If the Division is not notified of any change prior to the start of the new fiscal year the agency will continue with the same time study month. **If you do not time study, you cannot claim FFP.**

### Staffing Circumstances

**Please consult your Contract Manager with any time study issues resulting from special circumstances.**

Each person listed on the Program Budget and claiming Title XIX funding must time study. All staff claiming FFP must document 100% of their time, whether or not they are working all their time in any MCAH-related program. Time worked in programs other than a MCAH-related program may be time studied to the specific program (i.e. CHDP), or combined into a category determined by the agency.

## ACTIVITIES

### Policy

There are four rates of reimbursement with two rates pertaining specifically to FFP. Each rate is associated with specific Function Codes that are used to identify actual staff activities performed. The time study report is the mechanism used to document the activity performed and calculates the percent of time staff are allowed to claim within the four rates of reimbursement. The rates are:

- Enhanced (75/25)
- Non-enhanced (50/50)

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

- Unmatched
- Allocated

### Reimbursement Rates & Function Codes

Each rate of reimbursement is unique in its reimbursement formula. Within the four rates, there are a total of 12 time study function codes. Each time study function code has a definable and unique set of activities that are performed by staff. Consequently, all activities and paid time-off are identified under the function codes in the appropriate reimbursement class.

### Decision Tree

MCAH has developed a Decision Tree to help with coding activities. It walks you through coding each activity during the time study month. The Decision Tree has three steps to guide you to the correct reimbursement rate. At that point the employee will have a list of codes from which to choose their activity.

1. Step one – Is this activity in the MCAH, BIH, or AFLP SOW?
  - If yes, continue to Step two.
  - If no, stop and code to “Other Programs.”
2. Step two – Does this activity meet FFP Objective 1 or Objective 2 of the FFP guidelines?
  - Objective 1 – Assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal Program.
  - Objective 2 – Assisting individuals on Medi-Cal to access Medi-Cal providers, care, or services.
  - If yes, continue to Step three.
  - If no, code to Function Code 11, “Other Activities”.
3. Step three – Does this activity require the skill, knowledge and expertise of an SPMP?
  - If yes, use one of the SPMP only codes; 2, 3, 6, 8, or 9.
  - If no, use one of the all staff codes; 1, 4, 5, or 7.

## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

Two codes not included in the Decision Tree are Codes 10 and 12.

**Function Code 10** is non-program specific general administration. This code is to be used for any training or meeting that is mandatory for your employment; an Agency required meeting, training, staff development, etc. including, but not limited to, Sexual Harassment training, Workplace Violence, or Information Technology (IT) Security.

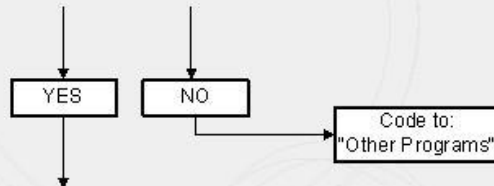
**Function Code 12** is to be used for paid time off; sick leave, vacation, paid holidays, or jury duty if you receive your regular salary.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FFP DECISION TREE

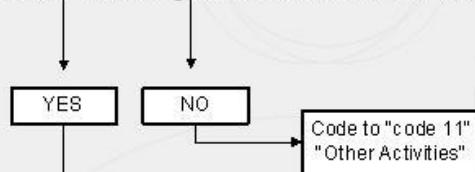
1. Is this activity in the MCAH, BIH, or AFLP Scope of Work?



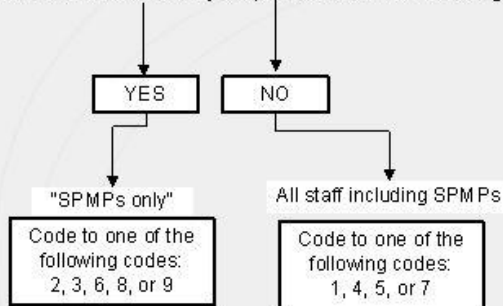
2. Does this activity meet Objective #1 or #2 of the FFP Guidelines?

Objective #1 - Assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal program\*

Objective #2 - Assisting individuals on Medi-Cal to access Medi-Cal providers, care, or services\*



3. Does this activity require the skill, knowledge and expertise of an SPMP?



Code 10 Non-Program specific general administration: This code is to be used by staff when attending an Agency required meeting, training, staff development, etc.  
Examples: Sexual Harassment training, Workplace Violence, IT Security.  
Any training or meeting that is mandatory for your employment.

Code 12 Paid time off : Sick Leave, Vacation, and Paid Holidays.

**\*Includes MCAH program activities that support the proper and efficient administration of the Medi-Cal Program.**

## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

The FFP Decision Tree can also be located on the Division website at the following link:

<http://ww2.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-FFP-Decision-Tree.doc> .

#### Enhanced Rate

Enhanced rate function codes are reimbursed at the rate of 75/25 and may be used for salary, benefits, travel costs, training, and possibly subcontract costs. Subcontractor costs can be enhanced if the subcontractor is a governmental agency contracted by a governmental agency and they time study (Refer to the Budget Documentation Section, for detailed information). The Enhanced rate covers activities under the following function codes:

Function Code	Title/Description
2	SPMP Administrative Medical Case Management
3	SPMP Intra/Interagency Coordination, Collaboration & Administration
6	SPMP Training
8	SPMP Program Planning & Policy Development
9	Quality Management by Skilled Professional Medical Personnel

#### Non-Enhanced Rate

Non-Enhanced rate function codes are reimbursed at the rate of 50/50 for salary, benefits, training, travel costs, and associated operating expenses. Subcontractor costs may be non-enhanced if Title XIX requirements are met. The Non-Enhanced rate covers activities under the following function codes:

Function Code	Title/Description
1	Outreach
4	Non-SPMP Intra/Interagency Collaboration & Coordination
5	Program Specific Administration
7	Non-SPMP Training

#### Unmatched Rate

The unmatched rate function code is for activities included in the Scope of Work (SOW) that do not meet the two FFP objectives.

Function	Title/Description
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## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

Code	
11	Other Scope of Work Activities

#### Allocated Rate

Allocated rate function codes are to be used by **all** staff to record usage of paid leave, holiday, vacation, sick leave or any paid leave other than Compensatory Time Off (CTO). The allocated activities are covered by the following function codes:

Function Code	Title/Description
10	Non-Program Specific General Administration: Non-program specific general administration is prorated between programs and matchable and unmatchable function codes. The portion allocated as matchable may only be matched at the Non-Enhanced rate (50/50).
12	Paid Time Off: Paid Time Off is prorated between programs and matchable and unmatchable function codes. CMS permits the matchable amount to be proportionately distributed between the Enhanced (75/25) rate and the Non-Enhanced (50/50) rate.

#### Additional Time Worked

Overtime and/or CTO being earned must be recorded to the function code appropriate for the activities being performed. CTO time is recorded when earned, and NOT to be recorded when used.



# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #1

#### Outreach

#### *Non-Enhanced*

**(50% Federal Title XIX/50% State or Agency General Fund)**

#### **Overview**

This function code is to be used by all staff (SPMP and Non-SPMP) when performing activities that inform Medi-Cal eligible or potentially eligible individuals, as well as other clients, about health services covered by Medi-Cal and how to access the health programs. Outreach activities include a combination of oral and written informing methods, which describe the range of services available through the Medi-Cal program and the benefits of preventive or remedial health care offered by the Medi-Cal program and how to enroll in the Medi-Cal program.

#### **Examples**

The activities included in the outreach function are:

1. Representing MCAH at a community health fair.
2. Talking to a community group about available MCAH programs and services offered.
3. Distribute a brochure with the available MCAH programs and services with contact numbers.
4. Providing information to individuals or groups about the Medi-Cal enrollment process.
5. For Black Infant Health (BIH) and the Adolescent Family Life Program (AFLP), Non-SPMPs may use this code when providing case coordination and program care management activities meeting the FFP objectives.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #2

#### SPMP Administrative Medical Case Management

*Enhanced*

(75% Federal Title XIX/25% State or Agency General Fund)

<b>Overview</b>	This function code is to be <u><b>used only by SPMPs</b></u> when participating in medical reviews; assessing the necessity for and types of medical care associated with medical case management and case coordination activities for Medi-Cal Eligibles required by individual Medi-Cal beneficiaries.
<b>Examples</b>	<p>The activities included in this function code when performed by an SPMP are:</p> <ol style="list-style-type: none"><li>1. Working with a pregnant client to obtain pre-natal care through a Comprehensive Perinatal Services Program (CPSP) provider.</li><li>2. Assisting a client to obtain a referral to a specialist.</li><li>3. Coordinating with the client's physician on client's progress in meeting treatment goals.</li><li>4. Participating in case conferences or multidisciplinary teams to review client needs and treatment plans requiring SPMP skills or education.</li><li>5. Providing consultation to SPMP staff in other agencies about specific medical conditions within their client population; i.e. WIC.</li></ol>

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #3

#### SPMP Intra/Interagency Coordination, Collaboration and Administration

*Enhanced*

(75% Federal Title XIX/25% State or Agency General Fund)

<b>Overview</b>	This function code is to be <b><u>used only by SPMPs</u></b> when performing intra/interagency collaborative activities with other SPMPs that include planning and resource development to improve the cost effectiveness of the health care delivery system and the availability of medical services for Medi-Cal Eligibles.
<b>Examples</b>	<p>The activities included in this function when performed by an SPMP are:</p> <ol style="list-style-type: none"><li>1. Provide technical assistance to other agencies/programs that interface with the medical care needs of clients.</li><li>2. Participate in provider meetings and workshops on issues of client health assessment, preventive health services and medical care and treatment.</li><li>3. Develop medical and dental referral resources such as referral directories, round tables and advisory groups.</li><li>4. Assist in health care planning and resource development with other agencies, which will improve the access, quality and cost-effectiveness of the health care delivery system and availability of Medi-Cal medical and dental referral sources.</li><li>5. Assess the effectiveness of inter-agency coordination in assisting clients to access health care services in a seamless delivery system.</li></ol>

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **FUNCTION CODE #4**

#### **Non-SPMP Intra/Interagency Collaboration and Coordination**

##### ***Non-Enhanced***

**(50% Federal Title XIX/50% State or Agency General Fund)**

**Overview** This function code is to be used by all staff when performing activities that are related to program planning functions, including collaborative and intra/interagency coordination activities for Medi-Cal Eligibles.

**Examples** The activities included in this function are:

1. Provide technical assistance and program monitoring to other agencies/programs that interface with Medi-Cal program requirements.
2. Assist in health care planning and resource development with other agencies, which will improve the access, quality, cost effectiveness, and availability of the health care delivery system of Medi-Cal medical and dental referral sources.
3. Assess the effectiveness of inter-agency coordination in assisting clients to access health care services in a seamless delivery system.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **FUNCTION CODE #5**

#### **Program Specific Administration**

##### ***Non-Enhanced***

**(50% Federal Title XIX/50% State or Agency General Fund)**

**Overview** This function code is to be used by all staff when performing activities for Medi-Cal Eligibles that are related to program specific administration which are identifiable and directly charged to the program.

**Examples** The activities included in this function are:

1. Develop and implement program administrative policies and fiscal procedures in compliance with Medi-Cal program requirements.
2. Participate in the development, maintenance and analysis of program management information servicing the Medi-Cal population.
3. Participate in the development of Medi-Cal program specific information including procedural manuals and brochures.
4. Prepare responses to appeals on non-medical program issues.
5. Provide general supervision of staff, including supervision of interns and students working with the program.
6. Develop MCAH budgets and monitor program expenditures.
7. Review of technical literature and research articles.
8. Draft, analyze, and/or review reports, documents, correspondence and legislation.
9. Perform or direct recruitment, selection and the hiring process of new program employees and employee evaluations.
10. Support staff activities.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #6

#### SPMP Training

##### *Enhanced*

**(75% Federal Title XIX/25% State or Agency General Fund)**

#### **Overview**

This function code is to be used only when training is provided for or by **SPMPs** and only when the training activities directly relate to the SPMP's performance of specifically allowable SPMP administrative activities related to the provision of services to Medi-Cal Eligibles.

**NOTE: This training is given by SPMPs for specific SPMP functions and duties.**

#### **Examples**

The activities included in this function when performed by a SPMP are:

1. Quality Assurance training.
2. New Perinatal Services Coordinator (PSC) training.
3. Training which improves the medical knowledge and skill level of SPMP medical staff that directly relates to the performance of the person's allowable SPMP administrative activities.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #7

#### NON-SPMP Training

##### *Non-Enhanced*

**(50% Federal Title XIX/50% State or Agency General Fund)**

**Overview** This function code is to be used by all staff (SPMP and Non-SPMP) when training relates to Non-SPMP allowable administrative activities related to the provision of services to Medi-Cal Eligibles.

**Examples** The activities included in this function are:

1. New MCAH Director training.
2. Joint orientation and on-going in-service training for all staff.
3. Training related to the performance of administrative activities to include Medi-Cal outreach, non-emergency, non-medical transportation, and Medi-Cal eligibility.
4. Conferences related to MCAH programs and activities such as the MCAH Annual Conference.
5. Time Study training.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #8

#### SPMP Program Planning and Policy Development

*Enhanced*

(75% Federal Title XIX/25% State or Agency General Fund)

<b>Overview</b>	This function code is to be <u>used only by SPMPs</u> and only when performing program planning and policy development activities related to the provision of services to Medi-Cal Eligibles. The SPMPs tasks must officially involve program planning and policy development, and those tasks must be identified in the employee's position description/duty statement.
<b>Examples</b>	<p>The activities included in this function when performed by a SPMP are:</p> <ol style="list-style-type: none"><li>1. Participate in the development of program direction and annual scope of work, set goals, objectives, activities, and evaluation tools to measure Medi-Cal program outcomes.</li><li>2. Provide consultation and technical assistance in the design, development and review of health related professional educational material.</li><li>3. Identify, recruit, and provide technical assistance and support to new Medi-Cal providers.</li><li>4. Participate in program workshops and meetings relating to the scope of Medi-Cal program benefits and changes in program management.</li></ol>



**ADMINISTRATIVE POLICES AND PROCEDURES**  
**FEDERAL FINANCIAL PARTICIPATION**

**FUNCTION CODE #9**  
**Quality Management by**  
**Skilled Professional Medical Personnel (SPMP)**  
*Enhanced*  
**(75% Federal Title XIX/25% State or Agency General Fund)**

<b>Overview</b>	This function code is to be used only by SPMPs and only when performing quality management activities related to the provision of services to Medi-Cal Eligibles such as monitoring the authorization for medical services (utilization review) process, ongoing program assessment and evaluation, and the development of standards and protocols.
<b>Examples</b>	<p>The activities included in this function when performed by a SPMP are:</p> <ol style="list-style-type: none"><li>1. Conduct periodic review of protocols.</li><li>2. Perform peer reviews and monitoring, and monitoring of the service authorization and re-authorization process.</li><li>3. Schedule, coordinate, and conduct quality management activities or case reviews for adequacy of assessment, documentation and appropriate intervention to improve access to Medi-Cal services.</li></ol>

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **FUNCTION CODE #10**

#### **Non-Program Specific General Administration**

##### *Allocation*

##### **(Title V Federal, State, or Agency General Funds)**

**Overview** This function code is to be used by all staff when performing non-program specific administrative activities that relate to multiple functions or to no specific, identifiable functions due to the general nature of the activities.

**Examples** The activities included in this function are:

1. Review departmental or unit procedures and rules.
2. Attend non-program related staff meetings.
3. Develop and provide health promotion activities for agency employees.
4. Provide general clerical support for staff.
5. Any activity that staff is required to perform as a condition or requirement of employment: new employee orientation, sexual harassment training and all department staff meetings.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #11

#### Other Activities (Included in MCAH SOW)

##### *Not Matched*

#### (Title V Federal, State, or Agency General Funds)

**Overview** This function code is to be used by all staff to record time performing activities which are in the AFLP, BIH, or MCAH SOW but not specific to the administration of the Medi-Cal program.

**Examples** The activities which are specific to the AFLP, BIH, or MCAH SOW but **do not** meet the two FFP objectives include:

1. Writing grants for federal funding or other funding proposals for services/activities that do not benefit the Medi-Cal population.
2. Participating in health promotion activities specifically for health agency employees.
3. Working with clients to find housing, day care, or transportation.
4. Working with schools.
5. Anticipatory Guidance/Activities (e.g. nutrition, parenting, child safety, and breastfeeding).
6. Domestic Violence Education and Prevention.
7. Developmental testing (Denver or NCAST).
8. Job Development.

Expenditures for provision of medical services by an SPMP do not qualify for reimbursement via FFP because medical services are already paid for in either the Medi-Cal fee-for-service or managed care systems.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### FUNCTION CODE #12

#### Paid Time Off

##### *Allocated*

**(Title V Federal or State or Agency General Funds)**

#### **Overview**

This function code is to be used by all staff to record usage of paid leave, holiday, vacation, sick leave or any paid leave other than CTO. Paid time off is allocated among all programs for which the employee has time budgeted using the budgeted FTE. The time allocated to MCAH is then prorated between matchable and non-matchable codes. CMS permits the matchable amount to be proportionately distributed between the Enhanced (75/25) rate and the Non-Enhanced (50/50) rate according to the employee's current time study report.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **SPMP REQUIREMENTS**

#### **PROFESSIONAL CLASSIFICATION**

##### **Policy**

The Agency has the responsibility to substantiate claiming based on SPMP status. The Agency's job class specification must stipulate that the incumbent be from one of the following classifications and the Program duty statement must reflect enhanced and non-enhanced activities.

- SPMP per the Title 42, Code of Federal Regulations (CFR), Chapter IV, and the Federal Register;
- Physician;
- Registered Nurse;
- Physician Assistant;
- Dentist;
- Dental Hygienist;
- Nutritionist – with a Bachelor of Science (BS) degree in Nutrition or Dietetics and eligible to be registered with the Commission of Dietetics Registration (RD);
- Master's Degree in Social Work (MSW) with professional education and training in a medical setting;
- Health Educator with a Master's degree in Public or Community Health Education and graduation from an institution accredited by the American Public Health Association or the Council on Education for Public Health;
- Licensed Vocational Nurse – with graduation from a two-year program;
- SPMP per the U.S. Department of Health and Human Services Departmental Appeal Board decisions;
- Licensed Clinical Psychologist – with a PhD in psychology; or
- SPMP per State Department of Health Care Services policy:
  - Licensed Audiologist – certified by the American Speech and Hearing Association;
  - Licensed Physical Therapist;
  - Licensed Occupational Therapist – registered by the National Registry of American Occupational Therapy Association;
  - Licensed Speech Pathologist; and
  - Licensed Marriage, Family, and Child Counselors (includes Marriage and Family Therapist).

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **SPMP REQUIREMENTS**

#### **PROFESSIONAL EDUCATION AND TRAINING**

##### **Policy**

SPMP are required to have education and training at a professional level in the field of medical care or appropriate medical practice before FFP can be claimed at 75%. "Education and training at professional level" means the completion of a two-year or longer program leading to an academic degree or certificate in a medically related profession. Completion of a program may be demonstrated by possession of a medical license, or certificate issued by a recognized national or state medical licenser or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization. Experience in the administration, direction, or implementation of the Medicaid program will not be considered the equivalent of professional training in a field of medical care.

SPMP includes only professionals in the field of medical care. SPMP does not include non-medical health professionals, such as public administrators, medical budget directors, analysts, or senior managers of public assistance or Medicaid programs.

##### **Procedure**

Complete the SPMP questionnaire (located at the following link: <http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-SPMP-Questionnaire-v09101.doc>) to determine the SPMP/non-SPMP status of employees. The questionnaire needs to be administered only once, although periodic repetition may help the Agency to identify changes in staff education and composition. SPMP questionnaires should be kept as part of the Agency's audit files while SPMP staff are employed with the Agency and through the documentation retention period.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

### **MEDI-CAL FACTOR (MCF)**

#### **Policy**

FFP funds are intended to reimburse agency costs for time spent doing certain administrative activities that benefit the Medi-Cal eligible population exclusively. However, Program activities are generally performed for both Medi-Cal and non Medi-Cal populations. Therefore, it is necessary to use a base Medi-Cal Factor (MCF) to identify what portion of the general population receiving services are Medi-Cal beneficiaries. A program's MCF is the percent of the primary target population served by the program that are current Medi-Cal beneficiaries.

The purpose of this section is to clarify Division policy and requirements regarding calculation, documentation, approval, and use of Medi-Cal Factors (MCFs) for the MCAH Program. The Black Infant Health (BIH) Program Base MCF is determined by the Division and is posted on the Fiscal Admin website. The BIH MCF cannot be altered by an Agency. AFLP's MCF is determined by the client intake information entered in the LodeStar system.

#### **Base MCF**

The Base MCF is the number of Medi-Cal births divided by the total number of live births for a region. It is published annually for the MCAH and BIH programs as a percentage and posted as the Medi-Cal Factor Table on our Fiscal Admin website. It is re-calculated annually using the most current birth data available.

#### **AFLP Base MCF**

The AFLP Base MCF must be accessed through the LodeStar reporting system. LodeStar verifies an Agency's actual client data through the Medi-Cal Eligibility Data System (MEDS). The only exception to this requirement is when Agencies have direct access to MEDS and would then use MEDS to determine the Agency's Base MCF.

#### **BIH Program Base MCF**

The BIH Base MCF for FY 2010-11 was calculated by the Division for each BIH Agency using data from the BIH MIS Current Pregnancy Report (the statewide aggregate data for calendar year 2009) and BIH Pregnant women enrollees during Calendar Year 2009. Each BIH Agency must use the MCF posted on the BIH Base MCF table.

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### MCAH Program Base MCF

The MCAH Base MCF for FY 2010-11 was calculated by the Division for each MCAH Agency using data compiled from the 2008 Birth Statistical Master File to derive the percent of Medi-Cal paid births to total County live births. Each MCAH Agency can use the MCF posted on the MCAH Base MCF table.

Besides using the MCAH Base MCF posted by the Division, the MCAH MCF can also be any of the following:

1. **A Local MCF** determined by the Agency, approved by the Division, and used for some or all staff.
2. Factoring two or more MCFs for one staff (**multiple or weighted MCFs**).
3. **Variable MCFs** for staff dependent on their actual client contacts.

**NOTE:** When performing client counts for any of the above alternate methods, Medi-Cal beneficiaries with a Share of Cost (SOC) can be included in the Medi-Cal enrolled client counts.

**NOTE:** When an MCAH Agency uses a MCF other than the MCAH Base MCF and an audit reveals secondary documentation does not support the invoiced MCF, the Agency will be responsible for repayment of the difference between invoiced amounts and amounts that documentation supports. If there is no supporting documentation, the repayment amount will be calculated based on the MCAH Base MCF.

### Local MCF

An Agency may have access to more current or region-specific final birth data and can submit a written request to their MCAH Contract Manager to use an alternate Local MCF for some or all of their staff. Local MCFs must be reviewed and approved by the Division each fiscal year they are used.

#### **To use a Local MCF an Agency must:**

1. Submit a written request with the Agreement Funding Application (AFA). Include the data source(s) and methodology for calculations.



## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **FEDERAL FINANCIAL PARTICIPATION**

2. Calculations need to be based on population-wide, publicly available (posted on city or county Web site), and statistically valid data.
3. If the methodology is approved by the Division, the Agency must retain the methodology and Division approval for their records and audit purposes.
4. A written request, along with new data and the methodology, must be submitted to the Division for approval each fiscal year when proposing a Local MCF.

#### **Multiple MCFs For Single Staff**

In some instances Agency staff duties can be divided into two or more specific categories, each based on a different function, activity, or client contact, and stated on two or more budget and invoice lines. For example, a MCAH Director performs 60% general administrative MCAH Director duties and 40% Perinatal Services Coordinator (PSC) duties. The Director could be listed on two budget and invoice lines with one line stating 60% FTE as the MCAH Director performing administrative functions using the CDPH Base or Local MCF; and on the second line 40% FTE performing PSC duties claiming up to 95% MCF.

The Comprehensive Perinatal Services Program (CPSP) is a Medi-Cal program; therefore a MCF of up to 95% may be claimed. Specific activities of the PSC will determine the percent of FFP match with each time study period. The duty statement of the PSC must describe the activities assigned to that position including activities that qualify for FFP.

#### **To use Multiple MCFs for the same staff an Agency must:**

1. Submit a written request with the AFA via the MCAH Budget Template J-Pers worksheet. Include the data source(s) and methodology for calculations.
2. Either verify each alternate year (second or third year of the three-year agreement) that there were no data changes or shifts in workload, or re-submit an updated methodology.
3. At a minimum, submit the methodology on the first of every three-year agreement period for Division review and approval.
4. Maintain the methodology, Division approval, client counts, secondary, and any substantiating documentation for audit purposes.

## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

#### Weighted MCFs

Only MCAH Directors and Coordinators can use a “Weighted” MCF. A Weighted MCF must be approved by the Division. The request and methodology must be submitted with the AFA and is a projection factoring the expected FTEs and MCFs. You will invoice using the actual FTE based on the time studies and MCFs based on actual client counts for that quarter. The Weighted MCF is based on time (% FTE) spent in managing varying programs or entities that have a higher MCF than the MCAH Base or Local MCF.

The Weighted MCF is calculated by adding the sums of the MCF multiplied by the percentage of time performing activities in a program. For example:

Activity/Program	%Total FTE x MCF	Weighted MCF
CPSP	.1 FTE x 95%	9.5%
High Risk Visiting Program	.2 FTE x 80%	16.0%
General MCAH Work	.7 FTE x 52% (Base MCF)	36.4%
<b>(MCF on Budget)</b>	<b>1.0 FTE</b>	<b>61.9%</b>

#### To use a Weighted MCF an Agency must:

1. Submit a written request with the AFA via the MCAH Budget Template J-Pers worksheet. Include the data source(s) and methodology for calculations.
2. Either verify each alternate year (second or third year of three-year agreement) that there were no data changes or shifts in workload, or re-submit an updated methodology.
3. At a minimum, submit the methodology on the first of every three-year agreement period for Division review and approval.
4. Maintain the methodology, Division approval, client counts, secondary, and any substantiating documentation for audit purposes.

#### Variable MCFs

MCAH Agency staff whose job duties and duty statement specify that they work with a unique population are permitted to use Variable MCFs. A Variable MCF is one that varies each quarter and is based on 100% client counts during the time study month for that quarter. Variable MCFs are based on direct documentation and is the percentage of clients seen with documented Medi-Cal beneficiary identification numbers, to the total number of clients seen by the staff.

## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

**The Variable MCF is determined for each quarter by:**

1. The total number of enrolled Medi-Cal clients served divided by the total number of clients served by the specific staff member, or
2. An Agency with a specialized program may determine a Variable MCF based on data for the entire program. If Division approved, all staff working in that program can use the same Variable MCF for their percent of time in the program. It could then be budgeted and invoiced using the Multiple MCF, Weighted MCF, or Variable MCF methods.

During an Agency's time study month each staff claiming a Variable MCF must document 100% of their client contact as "non Medi-Cal" or "Medi-Cal" in their secondary documentation. "Medi-Cal" does not mean assumed eligible; client must be a current Medi-Cal beneficiary. Your secondary documentation must be able to substantiate a client's Medi-Cal enrollment status in the event of an audit.

When budgeting Variable MCFs for individual staff an Agency is projecting what the FYs ratio of Medi-Cal enrolled to total client contact will be for that specific staff. Budget projections should be based on prior year actual client counts and staff duty statements.

Invoicing with Variable MCFs must reflect actual client counts for that claiming period and client count documentation must be maintained for a minimum of three years for audit purposes. This documentation will be reviewed during an on-site audit, and copies can be requested at any time by Division staff to substantiate an Agency's Variable MCFs. If client Medi-Cal enrollment cannot be verified, they cannot be counted as Medi-Cal enrolled.

**Documentation of client counts to support Variable MCFs must identify:**

1. Staff name and position/title,
2. Date and time span of activity,
3. Activity and nature/intent of activity, (e.g., outreach at health fair)
4. Total number of "clients" seen or contacted, and
5. Documented Medi-Cal verifications (e.g., beneficiary's Medi-Cal identification numbers)

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

**To use a Variable MCF for one or more staff an Agency must:**

1. Submit a written request with the AFA via the MCAH Budget Template J-Pers worksheet. Include the methodology for calculations.
2. If approved by the Division, the Agency must submit a new request each fiscal year.
3. Staff or Program document 100% of client contact in their secondary documentation during the time study month as Medi-Cal enrolled or not. Maintain verification of enrollment.
4. Calculate MCF as percent of Medi-Cal enrolled to the total clients seen for that quarter, and use that MCF for the corresponding quarter invoices for that staff.
5. The actual client counts must be re-calculated each quarter for each quarterly invoice.
6. Maintain the methodology, quarterly calculation summaries, client counts, the Division approval, secondary, and any substantiating documentation for audit purposes.

### MCAH DIRECTOR MEDI-CAL FACTOR (MCF)

#### Policy

The Division's intent is to assure that **all** pregnant women and their children can obtain quality maternal and child health services in the State of California. The MCAH Director is responsible for overseeing local MCAH staff and activities that carry out this mission. It is important that the MCAH Director's MCF be representative of the target population being served.

LHJs can augment their Programs' funds using FFP, which provides federal funding (Title XIX) for certain activities that:

- Assist individuals eligible for Medi-Cal to enroll in the Medi-Cal program; **and/or**
- Assist individuals on Medi-Cal to access Medi-Cal services.

Reimbursement of costs for matchable activities and related expenses is based on time spent by qualified staff performing matchable activities on

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

behalf of Title XIX, Medi-Cal beneficiaries only. A Program's MCF is the percent of the primary target population served by the program that are current Medi-Cal beneficiaries.

### Procedure

The local jurisdiction's MCAH Director Medi-Cal percentage, the MCF, may be determined by one of three different methods:

- **Using the Division Base MCF Table** – The Division estimates the percent of Medi-Cal beneficiaries in the population of each local health jurisdiction based on the Medi-Cal paid delivery and birth data. The MCAH Director is allowed to time study all activities performed in the MCAH program time using the Division's Base MCF for reimbursement.
- **Using a locally determined MCF** – This is a locally determined MCF based upon population wide, publicly available or documented data (Local Base MCF), or direct documentation of Medi-Cal beneficiary's identification numbers (Variable MCF).
- **Using more than one MCF** – The MCAH Director may be responsible for overseeing local MCAH staff and activities in more than one MCAH program. The MCAH Director is allowed to time study to each specific MCAH program (such as MCAH, CPSP, FIMR, Education/Outreach and Dental) and use the MCF for each of these programs for claiming purposes. Each program can be budgeted and invoiced on separate lines in the J-Pers Worksheet of the MCAH Budget and Invoice template.

### Requirements

Prior written approvals from the MCAH Program Consultant and Contract Manager is required to claim a MCF different from the one listed in the Division's MCAH Base MCF Table. Role and responsibilities for participation or oversight of local jurisdiction MCAH or MCAH-related programs must be addressed in the MCAH Director's duty statement.

Local jurisdictions must determine the percent of time spent per program based on actual time documented for activities/programs on the Division approved Time Study. The MCAH Director must include 100% of their work time on the time study including time spent on programs not funded by the Division.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

All data and mathematical calculations used to determine the MCAH Director MCF must be maintained in the local audit file and available to auditors. The audit file must be maintained until the records retention schedule for the same audit period expires.

**NOTE:** If a State or Federal audit is performed in which there are findings resulting from the data or methodology used to determine the MCAH Director's MCF, the local jurisdiction is solely liable for any financial recovery and/or penalties as a consequence of the findings.

### **MCAH DIRECTOR ENHANCED FFP FUNDING REQUIREMENTS**

#### **Policy**

FFP rules have specific requirements concerning qualifications for SPMP to allow Title XIX matching of SPMP staff at the enhanced rate (75/25). FFP requires that these special requirements be listed in the specific job specification or classification for SPMP staff claiming Title XIX funds.

- LHJs may not be able to meet these federal requirements for some SPMP staff (most often the MCAH Director positions) when local jurisdictions place them in general management job specifications/classifications. This results in the local jurisdictions only being able to match the MCAH Director costs at a Non-Enhanced rate (50/50) for their time and activities.

#### **Requirements**

The MCAH Director position must be filled by a qualified physician or by a public health nurse, depending upon the population of the local jurisdiction. In order to claim at the enhanced rate (75/25), duty statements for a SPMP must reflect roles and responsibilities appropriate for the SPMP classification and level of expertise.

- All SPMP personnel must qualify as one of the FFP approved professional classifications.
- For each SPMP classification the LHJ job specification/classification must stipulate that the incumbent hired must be a qualified SPMP.
- SPMP job descriptions should reflect the knowledge, skills, and professional requirements relative to the specific category of SPMP (e.g. Dietician should reflect dietary activities).

# ADMINISTRATIVE POLICES AND PROCEDURES

## FEDERAL FINANCIAL PARTICIPATION

### ENHANCED FFP CLAIMING

#### Policy

The level and percentage of enhanced FFP claiming depends on the following considerations:

- **The employer-employee relationship with the primary contracting agency** - Only available for SPMP staff of a governmental entity that contracts directly with the Division or a Subcontractor of a government agency that is also a government entity;
- **The health related professional qualifications of individual staff** – Applied only when the activity must be performed by an SPMP and/or their direct clerical support staff;
- **The specific activities that each staff perform** - Claimed for salaries, benefits, travel, training of the SPMP, and the SPMP direct clerical support staff who are in an employee-employer relationship with the government agency and who are involved in activities that are necessary for proper and efficient Medi-Cal administration; and
- **The proportion of the target population who are Medi-Cal beneficiaries.**

#### Reimbursement Requirements

For reimbursement at the Enhanced rate (75/25), SPMP staff must meet all of the following conditions:

- Time spent performing those duties must require specific SPMP knowledge and skills;
- The job specifications must require an SPMP;
- Activities performed must fall within function codes; 2, 3, 6, 8, and 9; and
- SPMP Questionnaire must be completed and submitted for approval to the agency MCAH Director and then kept in agency files for audit review purposes.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

Expenditures for provision of medical services by an SPMP do not qualify for reimbursement via FFP because medical services are already paid for in either the Medi-Cal fee-for-service or managed care systems.

### **Support Staff**

For reimbursement at the Enhanced rate (75/25), clerical staff must meet all of the following conditions:

- Directly supervised by a SPMP, as shown on an organization chart;
- Be secretarial, stenographic, copy, file, or record clerks providing direct support to the SPMP in support of enhanced functions;
- Provide clerical services directly necessary for carrying out the professional medical responsibilities and function codes of an SPMP; and
- Documentation must exist, such as a job description, which states that the services provided for the SPMP are directly related and necessary to the execution of the SPMP responsibilities.

### **Procedures**

The following procedures must be followed to claim enhanced FFP:

- Update staff documentation materials when changes occur.
- Maintain all claiming documentation as required through the document retention period.
- At a minimum, complete daily time studies during the designated time study month for **ALL** personnel with activities funded with federal Title XIX funds.
- Complete a time study worksheet in 30-minute increments capturing time for a full time employee; i.e., a 40-hour week (A part-time employee still needs to account for a 40-hour week). Identify all time and activities worked in the Program. Time worked in other programs, as well as any non-paid time can be put in "Other Program."
- Summarize daily activities and time for each employee being matched with Title XIX funds, and enter the totals into the FFP Calculation File, or a Division approved alternate FFP Calculation File, to calculate actual percentages of time.



# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

- During the time study month any staff who is using paid leave, holiday, vacation, sick leave, or any other paid leave, or who performed activities unrelated to their Program-approved duty statement and did not time study for claimable activities may not claim FFP for that quarter. Please contact your Contract Manager for further details.

### **Special Circumstances**

CBOs receiving MCH Block Grant funds to provide AFLP services are non-government agencies and are prohibited by Federal regulations from claiming and receiving Enhanced rate matching of 75/25.

### **NON-ENHANCED FFP CLAIMING**

The Non-Enhanced rate (50/50) can be claimed for any of the agency's staff involved in activities that are necessary for proper and efficient Medi-Cal administration. This policy also applies to CBOs.

### **DOCUMENTATION FOR FFP CLAIMING**

#### **Policy**

The following types of documentation must be part of the agency's time study/FFP audit file:

- Organization chart(s);
- Job specification for each SPMP position;
- Position duty statement for each employee;
- Training log, agenda/brochure of training, and registration receipt;
- Correspondence related to Division FFP policies;
- Secondary documentation, such as but not limited to, daily logs, appointment books, event flyers, or calendars and meeting agendas and minutes which support the coded activities on Title XIX time studies;
- Working papers used to calculate/develop invoices;
- SPMP questionnaire for claiming status; and

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **FEDERAL FINANCIAL PARTICIPATION**

- Signed time studies.

### **Requirements**

Staff claiming FFP match are required to document by program the time spent performing all activities during their time study month. Any variance must be discussed with the agency's Program Consultant and Contract Manager.

All FFP supportive claiming materials must be kept for a minimum of three years from the date of the last payment of the fiscal year or final resolution on any audit findings, whichever is later. (Refer to Audits Monitoring and Compliance Section for additional requirements)

### **Procedures**

- Identify each position listed on the budget on an organizational chart.
- Maintain a file on job specifications and duty statements.

In addition to the time study forms, maintain secondary documentation to support information recorded on the time study forms.

### **UNMATCHED ACTIVITIES**

#### **Policy**

Unmatched activities are those activities included in the SOW that do not meet the FFP objectives. These activities do not meet either of the two FFP objectives and are coded under Function Code 11 – Other Activities. These are not Title XIX activities and are invoiced to the Division using SGF, Title V, and/or Agency funds.

#### **Ineligible Activities**

Activities that are not eligible for FFP funding (but may be Program claimable) if they are included in the SOW may include but are not limited to the following:

- Anticipatory Guidance/Activities (e.g. parenting, safety, breastfeeding)
- Social Activities
- Childhood Safety

## ADMINISTRATIVE POLICES AND PROCEDURES

### FEDERAL FINANCIAL PARTICIPATION

- Immunization clinics
- Job Development (AFLP)
- School related activities
- Housing need activities
- Fetal Infant Mortality Review
- Parenting
- Day Care
- Routine Developmental Testing (i.e. Denver, NCAST etc.)
- Nutrition (Food)
- Domestic Violence Educational Prevention\*
- Transportation\*

**\*Note: These activities may qualify for FFP funding only when meeting one of the two FFP objectives. Please discuss your specific concern with your Program Consultant if you have questions regarding matchable activities.**

Other expenses ineligible for FFP reimbursement include payment of activities and/or visits claimed under either Targeted Case Management (TCM) or Medi-Cal Administrative Activities (MAA).

### FFP CALCULATIONS

The mathematics associated with calculating the distribution of time into Enhanced/Non-Enhanced/Unmatchable categories is complex. The Division has incorporated these calculations into the FFP Calculation File. The FFP Calculation File is located in the Forms Section of the MCAH website, and the direct link is:  
<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-FFP-CalculationV2-04.xls>.

If an agency wishes to use an alternate time calculation/distribution method, a request must be made in writing describing the alternate method along with full explanation of methodology used, and proof of

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **FEDERAL FINANCIAL PARTICIPATION**

outcomes consistent with the Division FFP Calculation File. The agency must receive written Division approval prior to implementing.

All agencies are required to use the Division FFP Calculation File, or a Division approved FFP Calculation File, in order to claim FFP matching funds through Title XIX.

# ADMINISTRATIVE POLICES AND PROCEDURES

## TITLE V 30/30 EARMARKING

### OVERVIEW

Pursuant to Title V of the Social Security Act, Section 505, CDPH is mandated to provide oversight in the expenditure of Federal MCH Title V Block Grant funding. Federal MCH Title V Block Grant funding is the key source of support for promoting and improving the health of all mothers and children, including children with special health care needs.

### Requirements

As required by Federal regulation, CDPH is required to track and utilize all Federal MCH Title V Block Grant funding as follows:

- At least 30% of Federal MCH Title V Block Grant funds received are to be expended for Preventive and Primary Care Services for Children (PPCSC); and
- At least 30% of Federal MCH Title V Block Grant funds received is to be expended for Children with Special Health Care Needs (CSHCN).

### TITLE V TIME STUDIES

The Division has determined which of the above two activities to designate AFLP and BIH program funding. The only program not clearly identifiable is the MCAH Program. Therefore, only the MCAH Program is required to report Title V expenditures to be in compliance with Federal regulations. All MCAH staff reported on the MCAH Budget must time study for Title V activities.

Time Studies must be performed for one full week during each fiscal quarter.

- **Failure to document Title V activities (i.e. the timely submission of Title V Time Studies) may lead to the reduction of funding available to the deficient agency,**
- All agencies must consistently time study for the same week (i.e. week 1 through week 12) per quarter for the entire fiscal year,
- Each agency will designate the week each quarter that Title V 30/30 Earmarking Time Studies are to be completed,

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **TITLE V 30/30 EARMARKING**

- The week each agency selects for time study will be communicated to the MCAH Program upon receipt of the first quarterly time study of each fiscal year,
- In the first year if an agency fails to select a week to complete its required Title V Time Studies then MCAH will assign a week for the agency to time study, and
- In subsequent years if an agency does not designate a different week for the next fiscal year it will be assumed that the agency is continuing with the same time study week for the next fiscal year.

The Title V 30/30 Time Study template, Instructions, Weekly Time Study FY 2010-11 Calendar, Scope of Work, and PowerPoint training presentation are available on the Division website at the following link:  
<http://www.cdph.ca.gov/mcahfiscal>.

# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET DOCUMENTS

### OVERVIEW

Budget documents form the basis for Agency payments and fiscal accountability for audit compliance. All expenses shown on the budget documents must directly relate to the accomplishment of the goals, objectives, activities, timelines, and outcomes identified under the MCAH Program(s) Scope of Work (SOW).

### GENERAL POLICIES AND REQUIREMENTS

The Division provides a copy of the Budget/Invoice template file for Agencies to access via the Division website at the following link: [http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication\(AFA\).aspx](http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication(AFA).aspx). This template contains all the necessary documents for submitting a proposed budget including justification pages to support budgeted items. These documents are a required component of the final approved AFA.

- The Budget/Invoice template file is comprised of a budget worksheet, justification worksheets, invoice worksheets, reconciliation worksheet, and a notes worksheet.
- Unlocked cells within the Budget/Invoice template files are shaded in yellow to show which cells will accept data entry. Note: some of the yellow shaded cells within the State Non-Enhanced column under the Operating Expenses and Other Charges line items contain automatic calculations that may be overridden to reduce percentages if necessary. All other cells are locked and password protected to prevent accidental entries. Any unauthorized changes made to the original format will require a resubmission by the Agency.
- All other data (non-shaded cells) are calculated by formulas embedded in the worksheet cells.
- Funding totals are automatically calculated and forwarded from information entered on the detail pages to the Budget Summary Page.
- Negative balances are not allowed on any budget or invoice.
- The Fetal Infant Mortality Review (FIMR) and Sudden Infant Death Syndrome (SIDS) programs are funded by Title V and cannot be reimbursed with Title XIX funds.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **BUDGET DOCUMENTS**

- Agencies cannot use federal funds derived from any other entity for the purpose of Title XIX reimbursement. However, Agencies may budget and use such funds within the Agency's unmatched funding.
- All Budget documents must include a completed Budget Worksheet (Budget Summary Page and Detail Pages) and Justification Worksheets.
- Agencies must ensure that the most current approved version of the Program Budget/Invoice template file is used at all times.

### **BUDGET SUMMARY PAGE**

The Budget Summary Page consists of the following five line items:

- I. Personnel
- II. Operating Expenses
- III. Capital Expenditures
- IV. Other Costs
- V. Indirect Costs

The Budget Summary Page requirements are:

- Indirect Costs are limited to a maximum of 10% of salaries excluding benefits.
- The total of Title V and SGF balance shown at the top on the Budget Summary Page cannot be greater than \$10.
- Individual funding balances for Title V and SGF listed on the Budget Summary Page cannot be negative.

### **Procedures**

The following provides information on formatting and inputting procedures:

- Locate and download the most current applicable fiscal year version of the Division budget/invoice template file from the Division website at the following link:



# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET DOCUMENTS

[http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication\(AFA\).aspx](http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication(AFA).aspx).

- Enter the Base MCF (provided by the Division or your Local Division-approved MCF) at the top right corner of the Budget Summary page.
- Enter a percentage for Indirect Costs on the Budget Summary Page (10% maximum). Indirect Costs are calculated by multiplying the percentage entered into the box on the Indirect Cost line by the total wages excluding benefits listed at the top of the Personnel Detail Page.
- Enter Program allocation totals for Title V and SGF on the Budget Summary Page. Allocations of Title V and SGF are listed on the program-specific Allocation Tables, which can be located on the Division website at the following link:  
[http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication\(AFA\).aspx](http://www.cdph.ca.gov/services/funding/mcah/Pages/FY2010-11AgreementFundingApplication(AFA).aspx).
- Certification statements on the Budget Summary Page must be signed and dated by both the Program Director and the Agency's Fiscal Agent (Not applicable to CBOs).
- The print command will automatically generate the Budget Summary Page and the two budget detail pages; however, you must select each justification worksheet individually to print.
- Submit budget documents in both hard copy and electronic media (email attachment or CD), for each Division funded Program. Each Program Budget/Invoice template file is used for both budgeting and invoicing purposes.
- Submit an original and two copies of the budget with the AFA via U.S. mail to the following address:

**California Department of Public Health  
Maternal, Child and Adolescent Health Division  
Attn: "Contract Manager Name"  
1615 Capitol Avenue, Suite 73.560, MS 8305  
P.O. Box 997420  
Sacramento, CA 95899-7420**

# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET DOCUMENTS

### PERSONNEL DETAIL PAGE

Personnel Costs are listed as the first line item on the Budget and Invoice Summary Page. The Personnel Page is titled "I. Personnel Detail Page" even though it is located after the "II. Operating Expenses Detail Page" and the "IV. Other Costs Detail Page." This accommodates agencies with large numbers of MCAH personnel.

### Requirements

The requirements of the Personnel Detail Page are:

- All Program staff, regardless of time worked in the program, or funding source (unless included in indirect expense line items), must be included on the Personnel Detail Page.
- Personnel listed on the Personnel Detail Page must meet all applicable Division policies and requirements as detailed in the Program Policy and Procedure Manual.
- The total Personnel Costs' dollar amount forwarded to the Personnel line item on the Program Budget Summary Page is the total of the information entered on the Personnel Detail Page.
- Anticipated salary increases must be included in the initial preparation of the Personnel Detail Page.
- The Division allows reimbursement for fringe benefits that meet the following criteria:
  - Necessary and reasonable for the performance of the Program Agreement and budget;
  - Determined in accordance with Generally Accepted Accounting Principles; and
  - Consistent with policies that apply uniformly to all activities of the Agency.
- Fringe benefits do not include:
  - Compensation for personal services paid currently or accrued by the Agency for services of employees rendered during the term of this agreement which is identified as regular or normal salaries and

## ADMINISTRATIVE POLICES AND PROCEDURES

### BUDGET DOCUMENTS

wages, vacation, sick leave, holidays, jury duty and/or military leave;

- Incentive or bonus pay;
- Relocation allowances;
- Hardship pay; or
- Cost-of-living differentials.

### Procedures

List each staff's initials and their job title or classification in the appropriate columns of the Personnel Detail Page (Note: job titles and classifications should be consistent with all duty statements and organization charts). Enter "VAC" in the initials column if the position is vacant.

- Enter percent of Full Time Equivalent (FTE) for each employee.
- Enter the total annual salary for employees as if they were employed full time.
- Benefit rates can be calculated in one of two ways:
  - To use one benefit rate for all staff, enter percentage on the Personnel Detail Page in the benefit rate box provided, *or*
  - To use individual benefit costs, enter the Benefit Rate Per Staff or Benefit Amount Per Staff on the J-Pers Justification Worksheet.

**NOTE: The use of any individual benefit rate or amount entered on the J- Pers Justification Worksheet will supersede the one benefit rate entered on the Personnel Detail Page for all staff.**

- For the MCAH program the MCF for each staff must be entered on the J-Pers Justification Worksheet. For the AFLP and BIH program enter the MCF utilized for each staff in Column 16 on the Personnel Detail Page.
- Travel costs are automatically matched at the Non-Enhanced rate, based on the "Percent of Personnel Matched". Agencies that prefer to have their travel costs based only on staff that travel can place an "X" in column 17 of the Personnel Detail Page on the budget or invoice.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **BUDGET DOCUMENTS**

Agencies electing to Enhance travel costs must determine the allowable percentage or amount in accordance with FFP requirements.

### **OPERATING EXPENSES AND OTHER COSTS**

The Operating Expenses and Other Costs Detail Page is comprised of five expense areas and listed under the two main expense categories below.

#### **Operating Expenses**

- Travel
- Training
- Operating Expenses (Other than Travel and Training)

#### **Other Costs**

- Subcontracts
- Other Charges ( i.e., Agency other indirect over the allowed 10%, minor equipment)

- The total dollar amounts from the Operating Expenses and Other Costs Detail Page are forwarded to the Budget Summary Page.
- Operating expenses (other than travel and training) are automatically distributed to the Title V and Non-Enhanced Combined Federal/State columns according to how personnel costs are distributed. Lines 1 through 15 of Operating Expense Detail cannot exceed the percent of personnel match. Some travel and training costs may be manually distributed to the Enhanced combined Federal/State columns if it is in accordance with FFP requirements.
- The distribution of these costs can be changed as needed by manually entering new percentages into the percent columns. The percent of operating costs that are Title XIX reimbursable can be found in the Percent of Personnel Matched box at the top of the Budget Summary Page.

### **OPERATING EXPENSES – TRAVEL**

Travel costs are listed on the budget for all staff who travel to conduct Program business and to attend conferences and training that is directly related to the objectives described in the SOW.

# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET DOCUMENTS

The cost of travel cannot exceed the established State rates noted in the **State Travel Reimbursement Information** (State travel information is listed under “Forms” on each applicable Fiscal Year AFA web page). Specific travel information (which includes the State adopted Federal Mileage Reimbursement Rate) related to the completion and submittal of the Fiscal Year 2009-10 AFA can be found at the following link:  
<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-TravelReimbursementInformation-RD01-10.doc>.

Out-Of-State travel is allowed for agency leadership to travel to the following national conferences:

- Annual meetings of the National Association of Maternal, Child and Adolescent Health Programs
- Center for Disease Control and Prevention’s MCAH Epidemiology Conference
- Annual City Match Conference

Travel to other national conferences may be approved on a case-by-case basis and requires prior written Division approval. All requests must be submitted in writing with a brief description of the items listed below:

- Name and date(s) of the conference, training, meeting, etc.
- Name and title of the individual(s) traveling
- Necessity of the trip, how it relates to the goals and objectives of the SOW and how it improves the skills of the attendee
- Travel location and dates
- Breakdown of the proposed costs of the trip

Out-Of-State travel must be identified in the training area of the J-Oper justification worksheet of the budget and under the appropriate goal and objective in the SOW.

Travel can be reimbursed at an Enhanced rate if it is in accordance with FFP requirements. Travel cannot be matched at a higher percentage than the percent listed on the Personnel Detail Page for those staff traveling.

# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET DOCUMENTS

### Requirements

There are two methods that may be used for determining Title XIX reimbursable rates for travel costs:

- When no "X" is placed in Column 17, the spreadsheet will automatically calculate matching percentages based upon an average of all staff listed on the personnel page of the budget.
- When using employee specific costs, each individual for whom travel is being charged must be identified by an "X" in Column 17 of the Personnel Detail Page. The spreadsheet will calculate matching percentages for Travel expenses based upon the FTE and average of the matching percentages listed on the Personnel Detail Page for those individuals specifically identified.

Prior Division written approval is required for travel and training costs for staff not listed on the Program Budget, but who contribute a portion of their time to the MCAH program. Any written approval from the Division as well as any receipts or information required for Travel Reimbursement must be retained by the Agency for audit purposes.

### OPERATING EXPENSES – TRAINING

Training costs are listed on the budget for staff who conduct or attend conferences and training that are related directly to the objectives described in the SOW.

- Agencies may host or sponsor Program-related trainings, seminars, workshops or conferences.
- Training **cannot** be matched at a higher percentage than what is listed on the Personnel Detail Page for those staff for whom training is being budgeted. Training can be matched at an Enhanced rate if an SPMP is providing training to another SPMP and it meets one of the FFP objectives.

### Requirements

The requirements are:

- Prior written Division approval is required for training and associated travel and per diem costs for staff not listed on the budget, but who contribute a portion of their time to the Program; and

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **BUDGET DOCUMENTS**

- Prior written Division approval is required to host trainings, seminars, workshops, or conferences.

### **Procedures**

Agencies requesting approval to host trainings or seminars must:

- Describe the proposed training or seminar in the Program Budget Justification Narrative; and
- Submit a written request not less than 60 days prior to the proposed training or seminar date(s) to the Contract Manager which includes:
  - The date and location of proposed training or seminar
  - Subject matter of the training or seminar
  - Draft of agenda and list of instructors
  - Draft of instructional/educational materials
  - Targeted audience and projected number of attendees
  - Draft of publicity materials and
  - Total cost

### **OPERATING EXPENSES – OTHER THAN TRAVEL AND TRAINING**

The policy for Operating Expenses-Other than Travel and Training is as follows:

- Other Operating Expenses include, but are not limited to, items such as space rental, office supplies, computer software, educational materials, duplication, postage and other operating costs.
- Operating Expenses can only be reimbursed at the Non-Enhanced rate. The total percentage of the Non-Enhanced Combined Federal/State and Combined Federal/Agency columns in each line item cannot exceed the Percent of Personnel Matched allowed as indicated at the top of the Budget Summary Page.

## ADMINISTRATIVE POLICES AND PROCEDURES

### BUDGET DOCUMENTS

- Enhanced funding is not allowable for Other Operating Expenses.
- Operating Expenses that do not meet the FFP requirements must be claimed as unmatched.

Other Operating Expenses listed on the Budget must be explained and justified on the J-Oper Justification Worksheet.

### OTHER COSTS – SUBCONTRACTS

Subcontracts or consultant services can be used only for activities directly related to meeting the goals and objectives of the primary SOW.

Subcontractors of LHJs may match at the Enhanced rate only if the subcontractor is performing Enhanced activities **and is a governmental agency**. If a subcontractor is matching at either the Enhanced or Non-Enhanced rate, they are subject to all guidelines as stated in the FFP Section of this Policy and Procedure Manual.

The use of a subcontractor or consultant must be explained and justified on the J-Other Justification Worksheet. Refer to the Subcontracts Sections of this Policy and Procedure Manual for additional information regarding subcontracts or consultant services.

### OTHER COSTS – OTHER CHARGES

Other Charges include but are not limited to the items listed below:

- Other Indirect Expenses is the amount of the Agency's total indirect costs that exceeds the MCAH allowed indirect costs of up to 10% identified on the Budget Summary Page.
  - Indirect Costs are distributed among the Agency's Unmatched and Non-Enhanced budget columns based upon the Percent of Personnel Matched.
  - Indirect Costs are not matched at the Enhanced rate.
- Computers, printers, etc.
- Audio/Visual equipment or Telecommunication items (including personal digital assistants [PDA's], phone systems, and



## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **BUDGET DOCUMENTS**

teleconferencing equipment) having a base unit cost of less than \$5,000.

- Furniture with a base unit cost of more than \$500.
- Services such as development costs of media campaign advertising.
- Special Project funds (only if funded with SGF or Title V).

#### **Procedures**

Enter your Agency Total Indirect Expenses. Indirect Expenses allowed on the Budget Summary Page will be deducted from this total. The remaining balance is the Other Indirect. The Agency's Other Indirect is automatically distributed between Unmatched and Non-Enhanced columns using Agency funds only. Enter any minor equipment expenses, media campaigns, or special projects. These items may be matched at percent personnel match if they are in accordance with FFP requirements.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **SUBCONTRACTS**

### **OVERVIEW**

The Division allows agencies to enter into subcontract agreements for services outlined in the SOW. Subcontracts must include provisions requiring compliance with the terms and conditions, and requirements of the AFA, including FFP.

### **SUBCONTRACT INSTRUCTIONS**

Agencies intending to utilize a subcontractor to meet the objectives in the Program SOW must comply with the following instructions in this section.

Prior written Division authorization and/or approval will be required before the Agency enters into or is reimbursed for any subcontract for services totaling \$5,000 or more for the total term of the contract. Except as indicated in the second bullet below; herein, when securing subcontracts for services exceeding \$5,000, the Agency shall obtain at least three bids or justify a sole source award.

- The Agency must provide in its request for authorization, all information necessary for evaluating the necessity of their subcontract.
- Subcontracts performed by the following entities or for the service type listed below are exempt from the bidding and sole source justification requirements:
  - A local governmental entity, State Government, or the Federal Government,
  - A State college or university from any State,
  - A Joint Powers Authority where one of the Joint Powers is a taxing authority and one is responsible for the agreement,
  - An auxiliary organization of a California State University or a California community college,
  - A foundation organized to support the Board of Governors of the California Community College,
  - An auxiliary organization to Student Aid Commission established under Education Code 69522,

# ADMINISTRATIVE POLICES AND PROCEDURES

## SUBCONTRACTS

- Entities of any type that will provide subvention aid or direct services to the public, and
- Entities and/or service types identified as exempt from advertising in *State Administration Manual* Section 1233, Subsection 3. Please view this publication at the following link:  
<http://sam.dgs.ca.gov/TOC/1200/1233.html> .
- The Division reserves the right to approve or disapprove the selection of subcontractors, and with advance written notice, may require the substitution of subcontractors and the Agency to terminate subcontracts entered into to support this agreement.
  - Upon receipt of a written notice from the Division requiring the substitution and/or termination of a subcontract, the Agency shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by the Division.
- Actual subcontracts (i.e., written agreement between the Agency and a subcontractor) totaling \$5000 or more for the term of the contract are subject to the prior review and written approval of the Division. The Division may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the Division.
- Agency shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by the Division, make said copies available for approval, inspection or audit.
- Sole responsibility rests with the Agency to ensure that subcontractors used in the performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by the Division to the Agency. Funds expended by a subcontractor prior to the primary Agency obtaining the Division written approval for the subcontract may not be reimbursable in the event the Division should subsequently disapprove the proposed subcontract.
- The Agency remains responsible for all performance requirements under this agreement (including budgeting and invoicing the Division) even though the performance may be carried out by a subcontractor.

# ADMINISTRATIVE POLICES AND PROCEDURES

## SUBCONTRACTS

- The Agency shall ensure that all subcontracts for service include provision(s) requiring compliance with applicable terms and conditions under the Agency's AFA.
- The Agency agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from the Division, to permit the Division or any duly authorized representative, to have access to, examine or audit any pertinent books, documents and records related to this subcontract and allow interviews of any employees who might reasonably have information related to such records.”
- Unless otherwise agreed to in writing by the Division, the Agency is the subcontractor's sole point of contact for all matters related to the performance and payment under the Agency's AFA.
- Agency shall, as applicable, advise all subcontractors of their obligations pursuant to the following provisions listed in the Miscellaneous Administrative Policies Section of this Policies and Procedures Manual and in the Exhibit D(F) of the AFLP Grant agreement language:
  - Federal Equal Employment Opportunity Requirements
  - Travel and Per Diem Reimbursement
  - Procurement Rules
  - Equipment Ownership / Inventory / Disposition (equipment must be purchased by LHJ and appropriately tagged)
  - Subcontract Requirements
  - Income Restrictions
  - Audit and Record Retention
  - Site Inspection
  - Intellectual Property Rights

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **SUBCONTRACTS**

- Air or Water Pollution Requirements
- Prior Approval of Training Seminars, Workshops or Conferences
- Confidentiality of Information
- Documents, Publications, and Written Reports
- Human Subjects Use Requirements
- Debarment and Suspension Certification
- Smoke-Free Workplace Certification
- Officials Not to Benefit
- The Division is liable for reimbursement only for actual costs attributed to the numbered line items identified on the Budget Summary Page that are related to the SOW.
- The maximum amount payable to the subcontractor must be specified in the subcontract and must be equal to or less than the amount of the approved Agency AFA.

### **Procedures**

All Subcontract Agreement Packages must consist of the following documents:

- Subcontract Approval Request Cover Letter
- Subcontract Transmittal Form - Please refer to the Forms Section on the Division website, or at the following link:  
<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-Subcontract-Agreement-Transmittal-Form-v09101.doc>.
- Explanation of reason for subcontracting: a brief (one page or less) explanation of the reason for subcontracting for specific activities or goods, and how the subcontractor was chosen.
- Subcontractor/Agency Agreement, which must include the six key elements:
  1. Name of parties entering into agreement

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **SUBCONTRACTS**

2. Scope of Services
  3. Term of Agreement
  4. Maximum Amount Payable
  5. Cancellation Clause
  6. Record Retention Clause
- Proposed SOW – Use of the specific Program related SOW format is recommended; however, if the recommended format is not used, an alternative format must contain the following:
    1. Goals - Must be stated as in the specific Program related SOW.
    2. Objectives - Must be stated as in the specific Program related SOW, however, more detail and additional activities can also be added. Activities performed by the subcontractor must be specifically identified in the primary SOW.
    3. Implementation Activities - Same instructions as for objectives above.
    4. Timelines – Other than what is exactly stated in the specific Program related SOW, please vary the written timelines; however, the timelines must be within the terms of the primary SOW.
  - Budget - All Subcontract budgets (\$5,000 and over) must be submitted for Division review and approval on the most current Program Budget/Invoice template file.
  - Detailed Budget Justification Narrative - Detail of budget expenses.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **BUDGET REVISIONS**

### **OVERVIEW**

The Division allows changes to previously approved Program Budget Documents to update and accurately reflect actual expenditures for activities performed.

All budget revisions follow the policy guidelines below:

- Written approval must be obtained from the Division prior to implementation.
- Budgets should be revised no more than twice a year.

### **Requirements**

Agencies submitting a budget revision are required to do the following:

- Provide a signed and dated hard copy of the revised budget.
- Any invoice affected by the pending budget revision must not be submitted to the Division until budget approval is received.
- All budget revisions requiring an amendment to a Grant Agreement must be postmarked no later than May 15th of the current fiscal year (for CBOs only).
- Final budget revision requests must be postmarked no later than September 30th of the following fiscal year (for LHJs only).

### **Procedures**

Procedures required for budget revision submission for Division approval:

- Budget revision requests must be made in writing or by e-mail.
- The budget revision number at the top of the Budget Summary Page should be updated to reflect the current revision (i.e. Original, R1, R2).
- Without prior approval from the Contract Manager, AFLP salary savings may not be moved to cover other expenses.
- The following documents are required to be submitted in both hard copy and electronic mail (email attachment or CD):

# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET REVISIONS

- Cover Letter stating reason the budget revision is necessary and where changes are requested;
  - Revised Budget Summary Page;
  - Revised Personnel, Operating Expenses and Other Costs Detail Pages;
  - Revised Budget Justifications: (J-Pers, J-Oper, J-Capital, and J-Other;
  - Revised or additional duty statements, if applicable;
  - Revised or additional job descriptions, if applicable;
  - Revised organization charts, if applicable; and
  - Fund Reconciliation worksheet, if needed.
- Submit an original and two copies of the Program Budget Revision requests to the following address:

**California Department of Public Health  
Maternal, Child and Adolescent Health Division  
Attn: "Contract Manager Name"  
1615 Capitol Avenue, Suite 73.560, MS 8305  
P.O. Box 997420  
Sacramento, CA 95899-7420**



# ADMINISTRATIVE POLICES AND PROCEDURES

## BUDGET JUSTIFICATION NARRATIVES

### OVERVIEW

Justification Narratives are incorporated in the Budget/Invoice template file. Justifications are entered on four worksheet tabs located at the bottom of the file (J-Pers, J-Oper, J-Capl, and J-Other).

Narratives are explanations of each item listed under Personnel, Operating Expenses, Other Costs, and Capital Expenditures. Narratives must include all particulars as specified by the Division for evaluating the necessity or desirability of each expenditure.

This portion of the Program Budget Document is used for monitoring and auditing purposes.

### PERSONNEL EXPENSES

#### (J-Pers)

On the J-Pers Justification Worksheet staff information is carried over from the Personnel Detail Page. Please complete the following justification information for each staff:

#### MCAH Program

- Individual Benefit Costs - Agencies who choose to use an individual Benefit Rate or Individual Benefit Amount for every staff must enter it on the J-Pers Justification Worksheet (entering any data here will override the one benefit rate applied to all staff);
- Program Name – Select the specific program from the dropdown menu (e.g. MCAH, CPSP, PCG, FIMR, SIDS, Blank/Other program);
- MCF – Enter the MCF used (or projected for Variable MCFs) for each staff;

**Note:** If the MCF is equal to the Base MCF, “Base” will auto-fill in the “MCF Type” column.

- MCF Type – Select the MCF type from the dropdown menu (e.g. Base, Local, Variable, Multiple, Weighted);

**Note:** When selecting a Multiple MCF type (two or more lines for one staff), you must note the specific MCF types in the “MCF % Justification” column. When selecting a Weighted MCF you must complete the Weighted MCF Calculation Table (also located on the J-

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **BUDGET JUSTIFICATION NARRATIVES**

Pers Justification Worksheet) in addition to providing written justification in the “MCF % Justification” column.

- Requirements - Click the link to view the requirements for the MCF chosen;
- Enter the MCF justification for each staff when using (or projecting for Variable MCFs) a MCF higher than the base. Include source data if applicable. Justification cannot exceed 1024 characters.

#### **AFLP and BIH Program**

- Individual Benefit Costs – Agencies who choose to use an individual Benefit Rate or Individual Benefit Amount for every staff must enter it on the J-Pers Justification Worksheet (entering any data here will override the one benefit rate applied to all staff);
- MCF – The MCF will be automatically carried over from the Personnel Detail Page;
- Variable MCF (AFLP only) – Enter a “V” for Variable, since actual Lodestar client data will vary each quarter;
- Program Name – Enter the AFLP or BIH program name;
- Enter the MCF data source, i.e. Lodestar or the BIH MCF Table.

#### **OPERATING EXPENSES – TRAVEL (J-Oper)**

Line item amounts automatically carry over to this justification worksheet from the Budget. Agencies are limited to the State’s maximum allowances for mileage and per diem reimbursement rates listed on the Travel Reimbursement Information sheet, located on the Division website at the following link:

<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-TravelReimbursementInformation-RD01-10.doc>.

#### **OPERATING EXPENSES – TRAINING (J-Oper)**

Line item title and amount will automatically carry over to this justification worksheet from the budget.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **BUDGET JUSTIFICATION NARRATIVES**

- On the J-Oper Worksheet briefly describe training expenses including any out-of-state training.

#### **OPERATING EXPENSES – OTHER OPERATING (J-Oper)**

Line item titles and amounts automatically carry over to the justification worksheet from the budget.

- On the J-Oper Worksheet briefly describe other operating expenses
- If the item is an unmatched expense, place an “X” in the appropriate column. Such expenditures may include, but are not limited to:
  - MCAH Membership dues
  - Incentives or program redirectives; items purchased must fall within CDPH moratorium guidelines as defined on the Division website at the following link:  
<http://www.cdph.ca.gov/healthinfo/news/pages/lunchboxrecall.aspx>
  - Educational Materials
  - Toll Free Lines

#### **CAPITAL EXPENDITURES (J-Capl)**

These expenditures are defined as major equipment items with a base cost of \$5,000 or more and useful life expectancy of one or more years. The Division must approve all capital expenditures in writing prior to purchase. Capital Expenditure items purchased using any amount of Division funds become the property of the State of California.

Capital Expenditures include Electronic Data Processing/Automated Data Processing software, telecommunications, equipment, furniture, etc. Selecting the J-Capl Worksheet and listing all Capital Expenditures for the fiscal year will document the costs.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **BUDGET JUSTIFICATION NARRATIVES**

#### **OTHER COSTS – SUBCONTRACT (J-Other)**

A subcontract is a written agreement between the Agency and a subcontractor specifically related to securing or fulfilling the Agency's obligation to the Division under terms of the Program agreement SOW and Budget. (See more information on Subcontracts in the Subcontracts Section) Line item titles and amounts automatically carry over to this justification worksheet from the budget.

On the J-Other Worksheet, briefly describe the necessity, types of services, and cost for each subcontract.

#### **OTHER COSTS – OTHER CHARGES (J-Other)**

Line item titles and amounts automatically carry over to this justification worksheet from the budget.

- On the J-Other Worksheet provide a brief explanation of the necessity and cost for each expenditure.
- For Agency Indirect Costs, briefly describe the indirect costs that exceed the allowable 10% shown on the Budget Summary Page. Such indirect expenditures may include but are not limited to A-87 County Wide Cost Allocation Plan (CWCAP) costs for the programs being budgeted.
- Other charges may include:
  - Minor Equipment
  - Special Projects
  - Media Campaigns

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **INVOICES**

### **OVERVIEW**

The Division reimburses agencies for actual costs incurred in meeting the objectives as specified in the SOW, not to exceed the approved Program budget.

Agencies are responsible for federal audit exceptions and must indemnify the State in the event any exceptions are found, such as services that were:

- Invoiced for FFP but were not eligible for FFP;
- Invoiced for FFP but for which there was no proper FFP match;
- Invoiced for FFP but for which Agency dollars were not expended, as invoiced, when claiming FFP; and/or
- Invoiced for FFP but were not adequately documented.

Division approval and payment of invoices is not evidence of allowable costs. Allowable costs are determined by means of a State and/or Federal fiscal and program audit.

### **Requirements**

Invoicing requirements are as follows:

- Expenses requiring prior written approval will be reimbursed only if approval has been granted.
- Personnel costs invoiced must be based on either a time card or a time study (for all personnel claiming FFP); rather than approved budget documents. Budget documents are only an estimate of expenditures; invoices are based on actual costs.
- Invoices claiming FFP must be accompanied by an approved time study report for each person claiming FFP. The time study report must reflect 100% of employee's time for a minimum of one full month per quarter, and at a minimum contain the following information.
  - Agency Name
  - Time study period

# ADMINISTRATIVE POLICES AND PROCEDURES

## INVOICES

- First and last name of employee
- Employee classification or title
- Budget line number
- Percent of time studied to each program listed
- Percentage of time by activity classification
  - Enhanced – (75/25)
  - Non-Enhanced – (50/50)
  - Unmatched
- MCF for each program and/or staff listed
- The time study summary report is contained in the Division FFP Calculation File which is available on the Division website at the following link:  
<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-FFP-CalculationV2-04.xls>. Agencies must use the most current version of the FFP Calculation File or a Division approved alternate.
- All invoices are to be submitted quarterly with the exception of CBOs which may invoice on a monthly basis, when approved.
- Invoices that contain a reimbursement request for a Capital Expenditure, or for Inventory-Controlled Items from the Other Charges Section of the Operating and Other Costs Detail Page, must include a CDPH 1203 form listing the purchased items. Use a copy of the CDPH 1203 located in the Forms Section on the Division website, or at the following link:  
<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-HAS-1203Revised-2007-08.doc>.
- Negative balances are not allowed on any total line.
- Invoices must be submitted within 45 calendar days after the close of the billing period.
- The final invoice, which may be a supplemental invoice, must be postmarked no later than 90 calendar days after the Agreement's expiration date or termination date.

# ADMINISTRATIVE POLICES AND PROCEDURES

## INVOICES

- The Division will review the invoice for the correct format, accuracy, and available funds.
- The Division may return an invoice that, due to incompleteness or other discrepancy cannot be processed by Program staff within 15 days of receipt.
- The Division approves and then submits invoices to the Department's accounting office for review and approval prior to submission to the State Controller's Office for payment.

Agencies always have the option to invoice less than the allowable amount; such as, when the budget is overspent in one column and under spent in another, resulting in the need to move funding from an Enhanced rate to a Non-Enhanced rate (from 75/25 to 50/50), or from matched funds to unmatched funds.

Information entered on the invoice will automatically update the Fund Reconciliation Worksheet. This worksheet should be reviewed before submitting invoices to avoid payment reductions due to insufficient funds.

Agencies must submit a signed original cover letter, an invoice (without any whiteout or correction tape), and one set of time studies to the Division. Agencies must also submit the Budget/Invoice template file by electronic media or email.

Agencies must submit a complete invoice package containing the following documents.

- Cover letter on official Agency letterhead that includes the following:
  - Date the cover letter was prepared
  - Agreement number as shown on your approval letter
  - Invoice number
  - Total amount of the invoice
  - Inclusive dates for invoicing period
  - Contact name and telephone number
  - Original Signatures

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **INVOICES**

- Explanation on the cover letter regarding any variance from the approved budget, such as:
  - Personnel changes or vacancies;
  - Substitutions of items budgeted under Other Costs;
  - Adjustments or corrections from a prior quarter.
- Invoice that includes the following:
  - Original signatures and date by the Agency's fiscal agent and Program Director below the certification statements
  - Appropriate expenditures according to the approved program budget
  - Agency name and Agreement number as shown on the budget approval letter
- Time Study Data Report for Summary of FFP (for all staff invoicing Title XIX Funds)
- CDPH 1203, if applicable

Agencies should submit all fiscal documents to the address referenced below:

**California Department of Public Health  
Maternal, Child and Adolescent Health Division  
Attn: "Contract Manager Name"  
1615 Capitol Avenue, Suite 73.560, MS 8305  
P.O. Box 997420  
Sacramento, CA 95899-7420**

### **SPECIAL CONSIDERATIONS**

All corrections/adjustments to invoices already submitted and paid are to be made on a subsequent invoice rather than a Supplemental Invoice. Such corrections/adjustments must be entered and noted on a separate invoice line as well as noted on the invoice cover letter. Contact your Contract Manager for assistance.

**FOR CBOs ONLY** – Invoices based upon grant amendment changes cannot be paid until the amendment is executed.



# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **INVOICES**

CBOs that submit monthly invoices have the choice to invoice using the most current LodeStar downloaded MCF for each month, or to use the same MCF for all three months of the quarter. At the beginning of each fiscal year CBO's that invoice monthly must decide which method to use.

### **SUPPLEMENTAL INVOICES**

A Supplemental Invoice is to be used only when the Agency determines additional charges are necessary after all invoices have been submitted and processed by the Division. Supplemental invoices must be submitted within 120 days after the end of the applicable fiscal year.

#### **Procedures**

If a Supplemental Invoice is being submitted, it must meet all the requirements for a standard invoice as noted above and must additionally:

- Be titled "Supplemental Invoice,"
- Reflect only the amount of the supplemental billing, and,
- Reflect the same percentage distribution as the invoice period in which the actual cost was incurred.

# ADMINISTRATIVE POLICES AND PROCEDURES

## INVOICE DETAIL WORKSHEETS

### OVERVIEW

Invoice Detail Worksheets are nearly identical to the Budget Worksheet in format and operation, and share many of the same policies and requirements. Therefore, this Section will only note the unique differences of the Invoice Worksheets. Please refer to the Budget Documents Section for more information regarding Budget/Invoice policies, requirements and procedures.

Capital Expenditures are defined as major equipment items with a base cost of \$5,000 or more and useful life expectancy of one or more years, including telecommunications, and Electronic Data Processing/Automated Data Processing. The expenses for this line item must be entered directly on the Invoice Summary Page. Expenses will distribute automatically based upon the distribution of personnel costs, but may be adjusted as necessary by shifting costs between State funds and agency funds.

### Indirect Costs

**Indirect Costs** are agency costs that cannot be clearly identified as expenses to direct program costs. The calculation is based on total wages (excluding benefits) from the Personnel Detail Page.

### Operating Expenses

**Operating Expenses**, except for Travel and Training, may be entered as single totals for matched or unmatched expenses, as line items identified on the budget and detailed on the Budget page.

### Other Costs

For **Other Costs**, refer to the Budget Documents Section.

### COSTS FROM PERVIOUS QUARTERS/MONTHS

The Division provides two methods to **recoup costs from previous quarters or months** when the fiscal year has not been closed.

1. Recoup on subsequent invoices for the same fiscal year when the year is not closed out.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **INVOICE DETAIL WORKSHEETS**

2. The Supplemental Invoice must be submitted within 120 days after the end of the applicable fiscal year.

Costs entered as changes or adjustments from a previous quarter must be listed and described on a separate line item in the appropriate expense category. Please describe the following:

- The type of cost or line item.
- Invoice period in which the cost was incurred.
- Percentages used to distribute the costs should be the same as those used on the invoice originally submitted for the period in which the expenditures occurred.
- Any changes or adjustments must be explained on the invoice cover letter.

### **FUND RECONCILIATION WORKSHEET**

The Fund Reconciliation Worksheet in the Budget/Invoice template file is used to monitor the remaining fund balances. Review the Fund Reconciliation Worksheet prior to invoicing to ensure sufficient balances for invoices. When reimbursement of an invoice has been reduced, the Division notifies agency via a letter and an attached Invoice Detail Worksheet. When reimbursement of an invoice has been reduced, enter the amount of the reduction as a negative number on the appropriate adjustment/correction line and in the appropriate funding columns.

If you need assistance with reconciling your fund balances, please contact your Contract Manager.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **PAYMENTS**

### **OVERVIEW**

The Division is liable only for actual costs expended against the approved Program Budget and SOW.

### **MAXIMUM AMOUNT PAYABLE**

The maximum amount payable for any fiscal year cannot exceed the Division approved Agreement and Budget amounts for that fiscal year. The Agency must meet all the objectives as specified in the SOW and have incurred the actual costs to receive the maximum amount payable under an approved Agreement and Budget.

### **REIMBURSEMENT LIMITATIONS**

The Division will not reimburse the Agency for:

- Overtime at a rate greater than the employee's regular hourly salary.
- Earned CTO.
- Any services that the Agency may claim for reimbursement under any other State, Federal, Agency or other governmental entity contract or grant, any private contract or agreement, or from the Medi-Cal program.
- Any services provided under this Agreement and Budget, which are otherwise reimbursable by any third party payer(s). The Agency must fully exhaust its ability to receive third-party reimbursement.
- Any subcontract funds expended prior to Division approval may not be reimbursable in the event the Division should subsequently disapprove the proposed subcontract.

If the Agency receives any third-party reimbursement for services already reimbursed by the Division, the Agency must immediately remit that amount to the Division or offset the amount against future invoices.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **PAYMENTS**

### **RECOVERY OF OVERPAYMENTS**

The Division will recover overpayments to the Agency including, but not limited to, payments determined to be:

- In excess of allowable costs;
- In excess of expenditures that can be supported by required time study documentation (i.e., required FFP, Title XIX matching);
- In excess of the amounts usually charged by the Agency or any of its subcontractors;
- For services not documented in records of the Agency or any of its subcontractors;
- For any services where the documentation of the Agency or any of its subcontractors only justifies a lower level of payment;
- Based upon false or incorrect invoices;
- For services deemed to have been excessive, medically unnecessary or inappropriate;
- For services arranged for or rendered by persons who did not meet the standards for participation in the program at the time the services were arranged for or provided;
- For services not covered in the program SOW; and
- For services that should have been billed to other programs, the Medical program or any other entitlement program for which the client was eligible to receive payment for such services.

### **Procedures**

The Division has three available options for the recovery of overpayments:

1. Agency may pay the full amount in one payment;
2. Agency may arrange with CDPH Accounting Section to make payments (12 months maximum);
3. Agency may request that the Division deduct the amount of over payment from a subsequent invoice(s). Repayment is to be made as

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **PAYMENTS**

soon as possible but final payment shall not exceed 12 months from the date of the discovery.

Upon receipt of an audit 'Action Notice,' CDPH Accounting will send an invoice to the Agency, establish accounts receivables, and work with the Agency in determining a recovery method. All recovery activities are coordinated directly through CDPH Accounting.

### **PAYMENT WITHHOLDS**

The Division, at its discretion, may withhold up to 100% of any amount billed for services until the Agency complies with the provisions of the Agreement and Budget and any administrative and program policies, at which time the amount withheld will be released for payment to the Agency.

The Agency will be afforded reasonable opportunity to discuss with the Division any action taken. Upon Agency compliance, the Division will release the amount withheld for payment to the Agency.

The Division will determine Agency compliance with the provisions of the Agreement and Budget. The Division will notify the Agency in writing regarding non-compliance determinations.

This notification includes:

- The reason for each payment withhold determination.
- The percentage or amount of withhold (if applicable), or the intent to withhold.
- The effective date, conditions, and duration of the withhold.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **AUDITS MONITORING AND COMPLIANCE**

### **OVERVIEW**

All Agencies that receive funding from the Division are expected to comply with all State and Federal funding, reporting, and audit requirements. State and Federal representatives have the right to monitor, audit and/or conduct on-site reviews of Agency's and/or subcontractors within reasonable times of business operation for compliance with the provisions of the Program Agreement and Budget, applicable State and Federal laws, and regulations.

There are three types of audit activities under the Division's Administration:

- On-site Technical Assistance Reviews,
- CDPH Comprehensive Audits, and
- Annual Financial and Compliance Audits.

On-site Technical Assistance is an informal review of processes initiated by either the Division or an MCAH-related program Agency. Comprehensive Audits are identified and initiated by the Division but conducted by the Department of Health Care Services (DHCS), Audits and Investigations Division (A&I). Title V requirements state that Comprehensive Audits must be performed every three years. Annual Financial and Compliance Audits are required of all MCAH-related program Agencies. Outside of the Division's Administration, Federal representatives may conduct annual (or more frequent) on-site financial, administrative and program audits and review of any Agency.

### **ON-SITE TECHNICAL ASSISTANCE REVIEWS**

On-site Technical Assistance Reviews are an informal review of processes initiated by either the Division or an Agency. These may be based on concerns with compliance regarding Program policies, and the availability of staff resources.

The intent of these reviews is to identify potential audit problems before they are discovered in a comprehensive audit. The reviews help ensure the agency is properly prepared for an Annual Financial & Compliance and/or Comprehensive audit. An Agency can also request in writing technical assistance with program or fiscal areas of concern.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **AUDITS MONITORING AND COMPLIANCE**

### **CDPH COMPREHENSIVE AUDITS**

Annually, the Division selects Agencies to receive a comprehensive audit. Agencies are chosen based on the length of time since the last audit, or any specific need for the Agency to be audited. These audits are conducted by DHCS A&I to evaluate program performances based on the SOW, verify fiscal status of the Agency, and assess the accuracy of the Agency's billings to the State, Federal, and FFP requirements. Federal regulations require Title V funded agencies to be audited at a minimum of every three years.

After the Division provides DHCS A&I the list of agencies to be audited, A&I assigns the agencies to their field offices based on the agency location and zip code. At the onset of the audit the auditor will contact the Contract Manager to request copies of the Agency's records and invoicing documents, and to discuss the Agency being audited.

The audit consists of:

1. Entrance Conference
2. On-site Review
3. Exit Conference
4. Audit Report and Appeal
5. Corrective Action Plan, if applicable,
6. Monitoring corrective action plan, if applicable
7. Fiscal recovery plan, if applicable, and
8. Closure

### **Entrance Conference**

The purpose of the Audit Entrance Conference is to allow the assigned auditor initial contact with the Agency being audited and to discuss the scope and purpose of the audit. As part of the Audit Entrance Conference the auditor will discuss the following specifics during the entrance meeting:

- How the audit will be conducted;



## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **AUDITS MONITORING AND COMPLIANCE**

- Review of A&I letter specifying the Agency records that need to be made available for review;
- Space for the auditor to work;
- Length of time the auditor will be at the Agency; and
- A representative from the Division may or may not attend; however, the Division will be in contact with the auditor during the audit period.

#### **On-Site Review**

Auditing and/or on-site review activities will be conducted during normal business hours. The Agency and/or subcontractor must provide all reasonable facilities, accommodations and assistance to State and/or Federal representatives for their safety and convenience in the inspection, review and monitoring of program operations.

#### **Exit Conference**

The purpose of the Audit Exit Conference is to discuss the audit review and any findings, if applicable. Division staff may choose to attend in person or via teleconference, especially if there are findings.

If there are fiscal findings, the Agency will be given 2-4 weeks to provide documentation to A&I in order to rectify the findings before the draft audit report is written. If there are no findings, the auditor will write the draft audit report.

#### **Audit Report and Appeal**

A draft of the audit report is sent to the Division for review and approval (a 30-day timeline) before being finalized and issued by A&I. Once the final report is issued, it is mailed to the Agency and the Division. The Division maintains these audits for at least four years.

If an Agency does not agree with the audit for any reason, they have the right to an appeal. The appeal must be made within 60 days of the publication of the final audit report. The appeal must be submitted in writing to the Chief of the Center For Family Health.

The Chief in turn will review and route the appeal to the Division Chief. The Division Chief, along with the appropriate Division staff will review and make recommendations on approval or disapproval of the Agency's

## ADMINISTRATIVE POLICES AND PROCEDURES

### AUDITS MONITORING AND COMPLIANCE

appeal. The Agency will be notified in writing by the Division of the appeal decision.

#### Corrective Action Plan (CAP)

If an audit reveals that an Agency is not following required procedures or maintenance of documents, the Division will notify the Agency in writing and require that they develop and submit a Corrective Action Plan (CAP). The CAP must identify the timelines and processes the Agency will implement in order to become compliant.

#### ANNUAL FINANCIAL AND COMPLIANCE AUDITS

All Agencies, including Non-Profit CBO agencies that have a grant agreement with the Division, are required to conduct an annual financial and compliance single audit. These audits are conducted to review the program performance based on the SOW, verify financial status of the agency and accuracy of agency billings to the State and Federal governments.

**NOTE: Governmental entities, such as a county, city or school districts, are required to submit their audit report to the California State Controller's Office (SCO) for review. CBOs are required to submit three copies of their audits to the Division Audit Coordinator. One copy is forwarded to the Audit Coordinator to retain in the audit files, and two copies are forwarded to the MCAH Program Consultant and Contract Manager for review.**

In accordance with the Health and Safety Code 38041 and (as defined by the Federal Office of Management and Budget, OMB Circular A-133), it is stipulated between the CDPH and the governmental agency that:

- The cost of the single audit will be charged to the federal assistance program providing funds for this agreement on a "Fair Share" basis. The amount invoiceable to Title V for the cost of the single audit is calculated based on the ratio of federal expenditures to total expenditures of the Agency. The State's share of the single agency audit cost under the MCAH Agreement and Budget is based upon the ratio of federal funds received under this MCAH Agreement SOW and Budget to total federal funds received by the Agency each fiscal year.
- The Agency must include a clause in all contracts or agreements that it enters into with an audit firm hired to perform the single audit to

## ADMINISTRATIVE POLICES AND PROCEDURES

### AUDITS MONITORING AND COMPLIANCE

provide access to the State or Federal Government to the working papers by the independent auditor.

- Federal or State auditors and/or staff will have "...expanded scope auditing..." (for the reference, see last bullet below) authority to conduct specific program audits and/or on-site reviews during the same period in which a single agency audit is being performed, while the audit report has not yet been issued.
- Federal or State auditors/staff will review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.
- The term "...expanded scope auditing..." is applied and defined in the U.S. General Accounting Office (GAO) issued *Government Auditing Standards*, (Publication GAO-07-162G) better known as "The Yellow Book".

#### Requirements for Non-Profit Organizations, CBO Grants Only, Exhibit D(F)

The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

A Direct Service Contract is a contract for services contained in local assistance or subvention programs or both (see Health and Safety Code [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).

The Contractor, as indicated below, agrees to obtain one of the following audits:

1. **If the Contractor is a Non-Profit Organization** (as defined in H&S Code section 38040) **and receives \$25,000 or more per year from any State agency under a direct service contract**, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit.

## ADMINISTRATIVE POLICES AND PROCEDURES

### AUDITS MONITORING AND COMPLIANCE

Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements stated below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

2. **If the Contractor is a Non-Profit Organization** (as defined in H&S Code section 38040) **and receives \$25,000 or less than \$25,000 per year from any State agency under a direct service contract**, the Contractor agrees to obtain a biennial single, organization wide, financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of paragraph 3 below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
3. **If the Contractor is a State or Local Government entity or Non-Profit Organization** (as defined in the OMB Circular A-133) **and expends \$500,000 or more per year in Federal awards**, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in the OMB Circular A-133 entitled *Audits of States, Local Governments, and Non-Profit Organizations*. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in paragraphs 1 and 2 above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
  - The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - The Contractor is a sub-recipient expending Federal awards received from a pass-through entity such as the State, County or a CBO.

If the Contractor submits to CDPH a report of an audit other than an OMB Circular A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.

The audit report must identify the Contractor's legal name, the contract number assigned to the agreement, and three copies of the audit report must be delivered to the Division.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **AUDITS MONITORING AND COMPLIANCE**

The audit report is due within 30 days after the completion of the audit. Upon receipt of said audit report, the Division Audit Coordinator will forward a copy of the audit report to the Program Consultant and Contract Manager.

Three copies of the audit report must be delivered to the following address:

**Audit Coordinator  
California Department of Public Health  
Maternal, Child and Adolescent Health Division  
1615 Capitol Avenue, MS 8307  
P.O. Box 997420  
Sacramento, CA. 95899-7420**

The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount represented of the Contractor's total revenue. The CDPH program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.

The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting the agreement performance audits which are not financial and compliance audits. Performance audits are defined in the *Government Auditing Standards*, "The Yellow Book" (Publication GAO-07-162G). Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

Nothing in this provision limits the authority of the State to make audits of this agreement as long as the independent audits arranged for by the Contractor meet the *Government Auditing Standards*, "The Yellow Book", the State shall rely on those audits; and any additional audit work shall be built upon the work already completed.

The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm performing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **AUDITS MONITORING AND COMPLIANCE**

Federal or State auditors shall have... "expanded scope audit"... authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, while the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the *Government Auditing Standards*, "The Yellow Book".

### **AUDIT FILE REQUIREMENTS**

The Agency and/or subcontractors audit files must be kept readily available for inspection by the Division staff and/or State and Federal auditors. Audit file documents and information shall include, but are not limited to:

- Books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs by funding source of whatever nature claimed to have been incurred in the performance of this Program Agreement and Budgets, as well as matched funding costs and expenses.

All files must be kept in a central location. If this is not possible, records are to be stored in as few locations as possible. Program and Administrative Management must be aware of the location of the files. Audit trails must comply with Government Auditing Standards that includes full documentation of costs charged or allocated (via approved cost allocation methodology).

The following information must be kept in the audit files, including all agreement documents:

1. Policy and Procedures Manual and associated Policy and Information Letters.
2. Initial fiscal year budget and all subsequent revisions.
3. SOW, duty statements, organization charts, position classifications.
4. Copies of all changes that occur to any of the documents above during the year, including the Division approvals of those changes.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **AUDITS MONITORING AND COMPLIANCE**

5. FFP time studies (with secondary documentation).
6. Copies of FFP calculation reports.
7. Invoices and any back-up documentation to support invoiced costs.
8. Cost allocation documentation
9. Supplemental invoice (if applicable).

### **AUDIT FILE RETENTION INFORMATION**

All agency records are subject, at all reasonable times, to inspection, audit and/or on-site review and reproduction. The Agency will preserve and make available all records, including FFP time studies and supporting documentation.

All of the agency records must be kept for a minimum period of three years from the date of final fiscal year payment under this Program Agreement and Budget, or:

1. For a minimum period of three years from the date of final judgment if the Program Agreement and Budget is completely or partially terminated.
2. Until the completion of the action and resolution of all issues (whichever is later) if any litigation, claim, negotiation, audit and/or on-site review, or other action involving the records has been started before the expiration of the three-year period, or the Division audits the period of time stated in any applicable statute.
3. For the period of time stated in any other clause of this Program Agreement and Budget, or
4. Longer, until any ongoing audit is completed.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **OVERVIEW**

This Section covers general policies relating to agreements between agencies and the Division. All MCAH Agreements and Budgets are subject to restrictions, limitations, or conditions enacted by Congress and/or state Legislature or any statute enacted by Congress and/or state Legislature or any court action which may affect the provisions, terms, or funding of a Program Agreement and Budget in any manner.

**The Division has the option of voiding or revising a Program Agreement and Budget to reflect any reduction of funds with 30-days written notice.** If any Program Agreement and Budget is deemed to be invalid, the Division will have no liability to pay any funds whatsoever to the Agency or to furnish any other considerations under this Program Agreement and Budget. If/when this occurs, the Agency is no longer obligated to perform any provisions of this Program Agreement and Budget.

Agencies that enter into agreement with the Division to provide MCAH-related services, and accept the Division funding, are legally required to provide the full level of services outlined in the program SOW regardless of the proportion of funding provided by the Division.

### **GENERAL TERMS AND CONDITIONS**

#### **Approval**

An Agreement has no force or effect until signed and approved by Agency and the Division. A Contractor or Grantee may not commence services until such approval has been obtained.

#### **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

#### **Assignment**

This Agreement is not assignable by the Contractor either in whole or in part, without the consent of the State in the form of a formal written amendment.



# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Disputes**

The Contractor shall continue with the responsibilities under this Agreement during any dispute.

### **Termination for Cause**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

### **Indemnification**

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

### **Non – Discrimination Clause**

During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

incorporated into this Agreement by reference and made a part hereof as if set forth in full.

The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### **Child Support Compliance Act**

**For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:**

- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **SPECIAL TERMS AND CONDITIONS**

#### **Federal Equal Opportunity Requirements (Applicable to all federally funded agreements)**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following:

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

- Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212).

Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'amending Executive Order 11246 Relating to Equal Employment Opportunities,' and as supplemented by regulation at 41CFR part 60, "Office the Federal Contract Compliance Programs, Equal Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor will take such action with respect to any subcontract or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

The Contractor will include the provisions of Federal Equal Opportunity Requirements in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor.

### **Confidentiality of Information**

The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

The Contractor and its employees, agents, or subcontractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.

The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH program contract manager, except if disclosure is required by state or federal law.

For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### **Income Restrictions**

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this agreement.

#### **Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after the determination was made.

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

Congress or any statute enacted by Congress, which may affect the provisions, terms or funding of this agreement in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

CDPH has the option to void or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

#### **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

#### **Smoke-free Workplace Certification**

**NOTE: This is applicable to all federally funded agreements/grants and subcontracts/sub-awards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.**

Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant and Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

The Contractor or Grantee further agrees that it will insert this certification into any sub awards (subcontracts or sub grants) entered into that provide for children's services as described in the Act.

#### **Debarment and Suspension Certification**

**NOTE: This is applicable to all agreements funded in part or whole with federal funds.**

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

By signing this agreement, the Contractor or Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

By signing this agreement, the Contractor or Grantee certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses.
- Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- Will include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH program funding this contract.



# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this agreement for cause or default.

### **AB 629 – The Sexual Health Education Accountability Act**

Assembly Bill 629 was passed and became effective January 1, 2008. The bill is referred to as “The Sexual Health Education Accountability Act of 2007” (Health and Safety Code, Sections 151000-151003) and requires sexual health education programs that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences.

Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and are required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors, such as the AFLP, are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

Since AFLP clients frequently receive sex education or related counseling, the Division is requiring each AFLP Agency to submit a signed “Certification of Compliance” form each fiscal year with their AFA Package starting with FY 2008-09. The AB 629 Certification of Compliance Form is located on the Division website, or at the following link: <http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-AB629-AFLP-Compliance-Form.doc>, under the “Agreement Funding Applications (AFA)” heading for FY 2010-11 in “Forms”. The form requires the AFLP Director’s signature.

### **Health Insurance Portability and Accountability Act (HIPAA)**

The CDPH wishes to disclose to Business Associates certain information pursuant to the terms of all MCAH Program Agreements/Grants some of which may constitute Protected Health Information (PHI).

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

These Agreements/Grants have been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations).

The entire HIPAA Business Associate Addendum can be viewed on the Division website, or at the following link:

<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-CMU-BulletinHIPAA-DataSecurityRequirements.doc>.

### **ADDITIONAL PROVISIONS**

#### **Equipment Definitions**

##### **Capital Expenditures (Major Equipment)**

A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and either furnished by CDPH or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.

##### **Minor Equipment (Inventory Controlled Items)**

A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on CDPH Asset Management Unit's Minor equipment List and is either furnished by CDPH or the cost is reimbursed through this agreement.

##### **Miscellaneous Property (Inventory Controlled Items)**

A specific tangible item with a life expectancy of one (1) year or more that is either furnished by CDPH or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, desktop calculators, non-digital cameras, etc.

#### **Capital Expenditures and Inventory Controlled Items**

The Division allows the purchase of Capital Expenditures and Inventory-Controlled Items. All Capital Expenditures and Inventory-Controlled Items purchased by the Agencies or by the CDPH MCAH Program on behalf of Agencies, must be necessary and used toward fulfilling the terms of the MCAH Agreement and Budget. Agencies must maintain a written inventory (CDPH 1204) of all Capital Expenditures and Inventory-Controlled Items purchased with the Division funds.

# ADMINISTRATIVE POLICES AND PROCEDURES

## MISCELLANEOUS ADMINISTRATIVE POLICIES

The Division may require the submission of paid vendor receipts for any purchase, regardless of dollar amount. The Division also has the right to either deny claims for reimbursement or to request repayment for any purchase determined to be unnecessary, inappropriate or unused in carrying out performance under this MCAH Agreement and Budget.

### Procedures

Agency requests permission to purchase Capital Expenditure items via the Capital Expenditure line item on the initial Budget, or subsequent Budget Revisions, with detailed descriptions in the J-CapI Justification Worksheet. The purchase of Inventory-Controlled Items is requested via the Other Charges Section of the Other Cost Detail Page with detailed descriptions in the Budget Justification Worksheet.

Both the Division and Agency Staff negotiate all the terms and conditions of the Budget including Capital Expenditures and/or Inventory-Controlled Items. Approval to acquire Capital Expenditure items and/or inventory-controlled items is granted via the initial Agreement and Budget approval or subsequent Budget Revision approvals.

The acquisition of Capital Expenditure items and/or Inventory-Controlled Items other than those detailed in the initial approved MCAH Agreement and Budget or subsequent approved Budget Revisions requires separate written Division approval prior to the purchase of any such equipment.

### Procurement

Units of local government, public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof), and State or federal agencies whether primary agency or subcontractor, may use their existing procurement systems to secure all articles, supplies, equipment, and service related to purchases that are required in the performance of any MCAH Agreement and Budget without regard to dollar limit.

All other entities (non-profit organizations and for-profit entities or private vendors), when acting as a subcontractor, may use their existing procurement systems for purchases up to an annual maximum limit of \$50,000. The procurement system must meet the following standards:

- Maintain a code or standard of conduct that governs the performance of it officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent may participate in the

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

selection, award, or administration of a procurement contract in which to his or her knowledge, he or she has a financial interest.

- Procurements shall be conducted in a manner that provides to maximum extent practical, open, and free competition.
- Procurements shall be conducted in a manner that provides for:
  1. Avoidance of purchasing unnecessary or duplicate items.
  2. Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

The Agency and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this MCAH Agreement and Budget. The Division reserves the right to request copies of these documents and to inspect the purchasing practices of the Agency and/or a subcontractor at any time. For all purchases, the Agency and/or subcontractor must maintain copies of all paid vendor invoices and documents for inspection or audit by the State.

Capital Expenditures above the annual maximum limit of \$50,000 (for applicable subcontractors) must be purchased through the CDPH Purchasing Unit by way of the Department of General Services, Office of Procurement. Title to all Capital Expenditures purchased in whole or in part with the Division funds remains with the State.

For Capital Expenditure purchases exceeding \$50,000 by a subcontractor, the Agency must submit to the MCAH Program Contract Manager a list of Capital Expenditure specifications for those items to be procured by the State. The cost of Capital Expenditures purchased by or through the State will be deducted from the funds available in the MCAH Agreement and Budget. Capital Expenditure items will be delivered to the official Agency address unless the Agency notifies the Division in writing of an alternate delivery address.

### **Equipment I.D. Tagging**

Capital Expenditures and Inventory-Controlled Items, as defined below, will be identified with CDPH or the MCAH Program identification tags.

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

The Agency must list, on the CDPH 1203 “Current Contract Year Equipment Purchased with State Funds”, all Capital Expenditure or Inventory-Controlled Items purchased during the monthly/quarterly invoice period. The CDPH 1203 must also include any replacement parts, which the Agency purchased because the original was damaged, lost or stolen.

The CDPH 1203 is located in the Forms Section of the Division website, or at the following link:

<http://ww2.cdph.ca.gov/services/funding/mcah/Documents/MO-HAS-1203Revised-2007-08.doc>. Agencies must submit the CDPH 1203 to the Division listing Capital Expenditures and/or Inventory-Controlled Items purchased with the Division funds along with the applicable invoice for that billing period.

If either the Capital Expenditure or Inventory-Controlled Items were provided to the Agency by the Division at State expense, the CDPH 1203 is to be submitted to the Division Contract Manager immediately upon receipt of the item(s). The Division Contract Manager will forward identification tags to the attention of the Agency contact person identified on the CDPH 1203.

Fiscal year-end purchases identified on the CDPH 1203 prior to receipt of the items will not be issued identification tags at the time of the CDPH 1203 submission. Once the item(s) is received, contact the Division Contract Manager to report the serial numbers on the equipment. The Division Contract Manager will then forward property identification tags for those items.

Identification tags that have been lost or destroyed must be replaced and can be obtained by contacting your MCAH Program Contract Manager.

### **Reimbursement**

For Capital Expenditures or Inventory-Controlled Items, costs must have been obligated no later than the end of that Fiscal year. In order for costs to be charged to any particular fiscal year, and costs to be considered obligated, a purchase order must have been fully executed. A purchase estimate or an internal equipment request is not considered an obligation of funds.

Agency must submit the quarterly invoice including the cost of:

- Items purchased identified on the Invoice Summary Page in Line Item (IV), “OTHER COSTS” on the Invoice Summary Page

## **ADMINISTRATIVE POLICES AND PROCEDURES**

### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

- List each Inventory Controlled Item (including tax) on the “Operating Expense and Other Cost Detail Page” which will forward to Line item (IV), “OTHER COSTS” on the Invoice Summary Page.

A completed CDPH 1203 (refer to the previous heading, Equipment I.D. Tagging) must be attached to all invoices for reimbursement of Capital Expenditures and Inventory-Controlled Items. The Division will process the invoice for payment through the State Controller's Office.

#### **Denial of Reimbursement**

If Division approval was not obtained prior to expenditure of funds for Capital Expenditures of Inventory Controlled Items purchases, the costs may be disallowed. If the required (CDPH 1203) is not submitted with the invoice, the costs claimed for applicable Capital Expenditures and Inventory-Controlled Items may be disallowed and may be deducted from the invoice.

#### **Ownership**

All Capital Expenditure and/or Inventory-Controlled Items, as defined in this section, purchased/reimbursed in whole or in part with MCAH Agreement and Budget funds or furnished by the State under the terms of this MCAH Agreement and Budget are considered property of the State. Title to State property is not affected by its incorporation or attachment to any property not owned by the State.

The Agency and/or subcontractor must maintain and administer, according to State directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance and preservation of State property.

The Division will be under no obligation to pay the cost of restoration, or rehabilitation of the agency's and/or a subcontractor's facility which may be affected by the removal of any State property.

#### **Replacement/Maintenance**

If Capital Expenditure or Inventory Controlled Items (tangible goods) are purchased with MCAH Agreement and Budget funds, or provided by the Division, are:

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- Damaged while in the possession of the Agency, the state requires these items to be repaired or replaced, to the Division's satisfaction, by the Agency. MCAH Agreement and Budget funds may not be used for this purpose. If items are damaged beyond repair, refer to the Disposition of Capital Expenditure/Inventory Controlled Items segment of this Section.
- Lost or stolen while in the possession of the Agency, the State requires these items to be replaced with comparable articles, to the Division's satisfaction, by the Agency. MCAH Agreement and Budget funds may not be used for this purpose.
- Procurement of maintenance agreements for Capital Expenditure and Inventory Controlled Items are the responsibility of the Agency. Costs of these maintenance agreements are payable through the MCAH Agreement and Budget.

Maintenance agreement costs are billed to Line Item (II), "Operating Expenses" in the "Other Operating Expenses" category on the "Operating Expenses and Other Costs Detail Page."

#### **Disposition of Capital Expenditure/Inventory Controlled Items**

Requests of disposition of any Capital Expenditure or Inventory Controlled Items must be submitted in writing to the MCAH Program Contract Manager. Agencies are prohibited from donating and/or destroying any Capital Expenditure or Inventory Controlled Items prior to receipt of the Division approval letter.

For Disposition requests, an Agency must submit a letter to their MCAH Program Contract Manager requesting disposition of specific item(s). Requests must include the following information:

- Item description
- Model number and serial number, if available
- State identification tag number (indicate if blank tag)
- Location of Equipment
- Present condition

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- Proposed method of disposition
- Reason for removal from inventory
- Description of the steps taken to prevent the recurrence of loss, theft, or destruction if item has been lost, stolen or damaged beyond repair
- A copy of the police report if item was stolen

Upon cancellation of the MCAH Agreement and Budget, all Capital Expenditure and Inventory Controlled Items purchased with State funds or provided by the State will be moved, at State expense, to a location designated by the Division staff in accordance with instructions issued by the Division.

#### **Contracting/Procurement Language**

The bidder and/or contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered under this agreement, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

#### **CDPH Asset Management Minor Equipment List**

<b><u>AM Code</u></b>	<b><u>Item Description</u></b>
<b>05513</b>	<b>Balance, Lab (Scales)</b>
<b>08399</b>	<b>Board, Copyboard Electronic</b>
<b>12056</b>	<b>Cabinet, Explosion-Proof Safety/Storage</b>
<b>12651</b>	<b>Camera Digital-No Film</b>
<b>16200</b>	<b>Check Signer and/or Dater, Endorser Machine</b>
<b>18860</b>	<b>Computer, All Types (Use only if no other specification)</b>
<b>18727</b>	<b>Computer Component (External Part)</b>
<b>18728</b>	<b>Computer (PC) Personal Computer</b>
<b>18730</b>	<b>Computer Monitor, Monochrome (Black and white monitor)</b>
<b>18731</b>	<b>Computer Monitor, color (Also called display terminal)</b>
<b>18732</b>	<b>Computer Laptop</b>



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### **MISCELLANEOUS ADMINISTRATIVE POLICIES**

18733	Computer (CPU) Mainframe (Central Processing Unit)
18830	Computer Printer, All Types
18835	Computer Tape Backup Unit (TBU)
18838	Computer Hard Disk Drive (External Upgrade)
18852	Computer Power Supply (Uninterrupted power supply/protects data)
18855	Computer System (Console with CPU screen, and Keyboard) (Under \$500, issue blank \$500, issue numbered tag)
18856	Computer Modem (External/interpreter)
19990	Copier, All Types (Photocopier)
20431	Counter, All Types (Analyzer/sampler)
24001	Dental Equipment, Excludes Supplies (Equal to or greater than \$500)
27850	DVD Player
24825	Detector, All Types (Radioactive/hazardous)
31550	Fax Machine
34500	Firearms, All Types
48751	Lab Equipment (Unit cost equal to or greater than \$500)
48926	Laminator
49250	LAN Component (External part) switches, server, storage
53100	Mailing Machine, Electric
54705	Microcomputer
55300	Microscope
59675	Office Equipment (Excluding furniture-unit cost equal to or greater than \$500)
62910	Palm Organizer
66570	Computer Plotter (Converts graphics from CPU to hardcopy)
68645	Printer, Fax, Scanner (All in one)
69175	Projector, Image Reflecting
73801	Refrigerator, Explosion-proof
77245	Scanner (Reading device/reads bar codes, and so forth)
87516	Telecopier, All Types
87798	Television
87799	TV/VCR/DVD Combo
93812	VCR
93821	Video Tape Player/Recorder Combo
93823	Video Camcorder

**If you are unable to identify your equipment using the list provided above, please contact your MCAH Program Contract Manager for assistance.**

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## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Computer Hardware/Software Standards**

All new computer hardware and software purchased must meet the minimum standards adopted by CDPH, as noted below.

#### **Standard Software**

Windows XP  
Office 2003 Professional  
Word  
Excel  
PowerPoint  
Access  
Acrobat Adobe reader  
Win Zip 9.0 or higher

#### **Hardware Standards**

Desktop Laptop 2.0 GHz processor  
80 GB hard drive or higher  
Desktop Monitor: 17-inch viewable area or Flat Panel dual scan color Screen  
Laptop Monitor: 15-inch viewable area  
32 MB video card or higher  
Network Card 10/100/1000 Ethernet  
DVD-ROM/CD Writer  
CDPH MCAH Program does not accept floppy disks for e-files.  
Security locking system (Laptop)  
3-year warranty (minimum) or higher (4-year warranty preferred)

In addition, the Division will no longer provide files in any other format than that readable by the software noted above.

### **Documents Publications and Written Reports**

Any document, publications or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000. This is applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code, Section 7550.

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## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Publication Approval**

All reports, publications, brochures, letters of interest or other materials which are deliverables in the SOW and are produced and paid for by the MCAH Agreement and Budget in part or in whole for distribution to the public must be approved by the Division **prior to publication**. Any materials currently in publication, which have not been previously approved by the Division, need to be approved prior to reprinting and further publication.

Sixty days prior to publication or reprinting of reports, publications, brochures, letters of interest, or other materials to be distributed, an Agency must send to the Contract Manager or Program Consultant:

- A cover letter explaining the purpose of the publication and requesting approval;
- Consent for use of photos used in publication must be obtained prior to submission to the Division;
- A copy of the proposed publication/materials; and
- Complete and submit a Form 7, "Annotations of Products Developed," with the Annual Report.

The Division will respond within 60 days of the request with a written approval/disapproval for printing the documents.

### **Publication Credit**

Journal articles, public reports, or publications regarding any work performed with funds provided under an MCAH Agreement and Budget must include a statement giving credit for support. This statement must also be included on any curriculum, educational materials, programs, program documentation, videotapes, public services announcements, and/or other audio-visual materials/resulting from an MCAH Agreement and Budget.

The Publication Credit should:

- Include a statement identifying support on the title page or public reports or publications.

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- Include a statement identifying funding support on the first page of any journal articles.

A sample statement/credit is:

**“This project was supported by funds received from the California Department of Public Health, Maternal, Child and Adolescent Health (MCAH) Division.”**

### **Intellectual Property Ownership**

Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor/Subcontractor or CDPH and which result directly or indirectly from this agreement.

### **Recognized Protectable Rights and Interest**

Recognizing Protectable Rights and Interest are defined as:

- Patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, “works”, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

“Works”, are defined as:

- All literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or

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products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

In the performance of this agreement the Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement the Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, the Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, the Contractor accesses any third-party Intellectual Property that is licensed to CDPH, the Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in a third-party's license agreement.

The Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, the Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from or reduced to practice by the Subcontractor, Contractor or CDPH and which result directly or indirectly from this agreement or any subcontract. If the Contractor provides the Subcontractor with Intellectual property owned by CDPH for purposes of performing the activities agreed upon in the Scope of Work, the Contractor agrees (if at such time the agreement between the Contractor and the Subcontractor terminates) that the Subcontractor must return all Intellectual property, materials, client records and any other property used to complete the primary Contractor's Scope of Work with CDPH at the time of termination.

The Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Retained Rights/License Rights**

Except for Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or CDPH and which result directly or indirectly from this agreement, the Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. The Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

Nothing in this provision shall restrict, limit, or otherwise prevent the Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that the Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

### **Copyright**

The Contractor agrees that for purposes of copyright law, all works [as defined in "Works" subparagraph of this provision] of authorship made by or on behalf of the Contractor in connection with the Contractor's performance of this agreement shall be deemed "works made for hire." The Contractor further agrees that the work of each person utilized by the Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of the Contractor or that person has entered into an agreement with the Contractor to perform the work. The Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this agreement.

All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or

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## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

CDPH and which result directly or indirectly from this agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [*Enter current Year e.g., 2007,etc*], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

### **Patent Rights**

With respect to inventions made by the Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, the Contractor hereby grants to CDPH a license as described under Section B of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreements' scope of work, then the Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

### **Third Party Intellectual Property**

Except as provided herein, the Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of the Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section B of this provision, for any of the Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, the Contractor shall obtain a license under terms acceptable to CDPH.

### **Warranties**

The Contractor represents and warrants that it is free to enter into and fully perform this agreement, and that it has secured and will secure all rights and licenses necessary for its performance of this agreement.

Also that neither the Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

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### MISCELLANEOUS ADMINISTRATIVE POLICIES

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or CDPH and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by the Contractor.

The Contractor warrants that neither the Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity. Also that it has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

The Contractor warrants that it has not granted and shall not grant to any person or entity any right that would or might derogate, encumber or interfere with any of the rights granted to CDPH in this agreement. Also that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws. The Contractor has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

**NOTE: CDPH makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.**

#### Intellectual Property Indemnity

The Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced



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or threatened) to which any of the Indemnities may be subject, whether or not the Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of the Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or CDPH and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. CDPH reserves the right to participate in and/or control, at the Contractor's expense, any such infringement action brought against CDPH.

Should any Intellectual Property licensed by the Contractor to CDPH under this agreement become the subject of an Intellectual Property infringement claim, the Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, the Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

The Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. The Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except

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as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for government purposes and to have and permit others to do so.

#### **Survival**

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

#### **Freeze Exemption (Available only to local government agencies)**

The Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.

The Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

The Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.

The Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

#### **Conflict of Interest**

The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.

The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.

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In the event that CDPH determines that a conflict of interest situation exists, any costs associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

### **Americans with Disability Act (ADA) Communication Policy**

It is the policy of the CDPH to fully comply with the accommodation requirements of the ADA, the Rehabilitation Act of 1973, the California FEHA, and other state and federal laws.

The purpose of the ADA Communication Policy is to ensure individuals with disabilities have admission and access to the operation of our programs, services, or activities. Upon request, individuals shall be provided an alternative format for brochures, meetings, hearings, pamphlets and newsletters, as well as assistive services needed in order to participate in any CDPH program, service, or activity. This is required to provide equal access to communications from the CDPH for both employees and the public.

### **The Office of Civil Rights**

The Office of Civil Rights (OCR) administers the CDPH internal Equal Employment Opportunity (EEO) and nondiscrimination program and the CDPH external Civil Rights Compliance Program. The purpose of this office is to promote the full realization of equal employment opportunity for CDPH applicants and employees and equal access to health services for contractors and beneficiaries of services.

### **Equal Employment Opportunity Program**

The OCR provides guidance, programs and monitoring systems in ensuring that management, at all levels, achieve the CDPH's equal employment opportunity objectives in all areas of employment. This includes, but is not limited to, recruitment, hiring, selection, classification, promotion, training, job assignment, transfer, corrective action and retention.

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## MISCELLANEOUS ADMINISTRATIVE POLICIES

The OCR ensures that no employee, applicant or anyone doing business with CDPH is discriminated on the basis of race, color, national origin, age, sex, disability, ancestry, marital status, political affiliation, sexual orientation, medical condition, or suffers retaliation for engaging in a protected activity to provide equal opportunity in employment and the delivery of health services.

### Civil Rights Compliance Program

The OCR is required to review health care facilities for compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title 22 of the California Code of Regulations and other applicable state and federal laws and regulations.

The OCR has been assigned the responsibility of ensuring that actions will be taken by all levels of management to achieve the CDPH's equal employment opportunities objectives and that health providers receiving federal and state financial assistance through the CDPH do not discriminate in the provision of services delineated under both federal and state civil rights laws.

The OCR provides:

- A uniform body of laws, rules, policies and procedures about equal employment opportunity, resources and the implementation of programs.
- Technical advice and assistance to all levels of management about their roles and responsibilities in carrying out the CDPH's EEO obligations.
- Internal and external communications, with CDPH employees, health providers, and regulatory agencies in the enforcement of federal and state laws and the CDPH's EEO non-discrimination policies and procedures.
- A workforce analysis at least annually to determine which classifications, if any; show a statistically significant under representation, identify hidden barriers, policies and processes that may be the cause for the under representation.

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- Investigation, mediation, and resolution of complaints of discrimination filed by CDPH applicants and employees and beneficiaries of services and recipients of federal and state funds through CDPH.
- Promotion and arrangement of sensitivity and awareness training on various topics include, one or more of the following:
  - Equal employment opportunity
  - Disability awareness
  - American Disability Act (ADA) Compliance
  - Reasonable Accommodation
  - Sexual Harassment Prevention
  - Recent laws and court cases
  - Discrimination compliance process
  - Ensures compliance with the ADA with regards to facility and programmatic access within CDPH and with healthcare providers
- Yearly compliance reviews of a sampling of health facilities to ensure compliance with various civil right laws.
- A review and determination of all formal reasonable accommodation request made by CDPH employees.
- Communication with advocate organizations in promoting the CDPH's policy of equal employment opportunity, cultural diversity, and equal access to services.
- Direction, guidance, and staff support to the CDPH's Disability Advisory committee (DAC) and EEO Committee.
- An EEO plan of action to achieve the goals and objectives of the CDPH Strategic Plan.
- Yearly development of equal employment opportunity, disability, and upward mobility goals and timetables.

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## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Drug Free Workplace**

Every Agency must provide a drug-free workplace by doing all of the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace.
  - The person's or organization's policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation, and employee assistance programs.
  - The penalties that may be imposed upon employees for drug abuse violations.
3. Require that each employee engaged in the performance of the MCAH Agreement and Budget or grant be given a copy of the statement required by the first item of this provision and that, as a condition of employment on the contract, grant, or any other agreement, the employee agrees to abide by the terms of the statement.
4. Agree that this MCAH Agreement and Budget is subject to suspension of payments or termination, or both, and the Agency may be subject to debarment, in accordance with the requirements of the Government Code Section 8350, et seq., if the CDPH determines that any of the following has occurred:
  - Agency or grantee has made a false certification.
  - Agency violates the certification by failing to carry out the requirements of all four provisions of this clause.

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## **MISCELLANEOUS ADMINISTRATIVE POLICIES**

### **Sexual Harassment Policy**

It is the policy of the CDPH that all employees have a right to work in an environment free from all forms of discrimination, including sexual harassment, intimidation, or coercion. Sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964, as amended, and the Fair Employment and Housing Act.

Sexual harassment is unacceptable, illegal, and will not be tolerated. All employees are responsible for helping to ensure that sexual harassment does not occur by conducting themselves in an appropriate manner and by reporting harassment they observe. Disciplinary action, up to and including dismissal, will be taken against those individuals determined to be in violation of this policy.

Sexual harassment is generally defined as unsolicited and unwelcome sexual advances of a severe or pervasive nature, whether they are written, verbal, physical, or visual. The offense usually occurs when:

- Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decision affecting the employee; or
- Such conduct or communication has the purpose, effect or potential to affect an employee's performance negatively or create an intimidating, hostile, or otherwise offensive work environment.

Whether or not conduct constitutes sexual harassment may depend on how that conduct is viewed by the employee who is subjected to that conduct and by other reasonable persons. Any employee who initiates or persists in the conduct that is viewed by another as being of a sexual nature assumes the risk of liability and the possible penalties for conduct which has the effect of sexual harassment regardless of the employee's intent.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **GLOSSARY OF TERMS AND ACRONYMS**

<b>A&amp;I</b>	Audits & Investigations Branch, DHCS.
<b>ACTUAL COST</b>	The actual price paid for real bona fide purchase costs of goods and services pursuant to the conduct of the MCAH Agreement and Budget.
<b>ADVANCES</b>	Advances of funding to Agencies within the agreement period. Available only to Community Based Organizations (CBOs); no advances from Title V or Title XIX; limit of up to 25% of allocated SGF. Prior advances must be paid off first in order to activate a current advance.
<b>AFA</b>	Agreement Funding Application (AFA). The agreement between the Division and the Agencies to administer the MCAH programs. This includes, but is not limited to, the SOWs, Budget Documents, and Policies and Procedures.
<b>AFLP</b>	Adolescent Family Life Program (AFLP).
<b>AGENCY</b>	A Local Health Jurisdiction (LHJ); i.e., city or county health department or Community Based Organization, responsible for the public health needs in that designated geographic area. In California there are 61 Local Health Jurisdictions, 58 county public health departments and 3 city public health departments (Berkeley, Long Beach & Pasadena).
<b>ALLOWABLE COST</b>	Costs incurred which are necessary to meet the provisions of the SOW and are approved in the MCAH Agreement and Budget.
<b>AVSS</b>	Automated Vital Statistics System (AVSS) is a system for automated entry of birth certificate data by hospitals to counties. Data in the system are electronically forwarded from hospitals to local registrars and on to the State Registrar. Additionally, AVSS data files may be made available at the local level for use with AVSS utilities to list and tabulate data, or for use with other software.
<b>BASE COST PER UNIT</b>	The purchase price of an item, excluding tax, delivery, installation charged, etc.



# ADMINISTRATIVE POLICES AND PROCEDURES

## GLOSSARY OF TERMS AND ACRONYMS

<b>BIH COORDINATOR</b>	The Black Infant Health (BIH) Coordinator is the Agency staff in collaboration with the MCAH Director and is responsible for the implementation of the BIH program in the Local Health Jurisdiction.
<b>BUDGET REVISION</b>	A revision in the previously approved budget to change line items and/or amounts.
<b>CAPITAL EXPENDITURES</b>	Major Equipment with a base cost per unit of \$5,000 or more and a useful life expectancy of one or more years, including telecommunications, and Electronic Data Processing/Automated Data Processing software.
<b>CBO</b>	A community based organization (CBO), a non-profit organization which works to serve the disadvantaged in the community in which it is located.
<b>CDHS</b>	The California Department of Health Services (CDHS) was split into two departments; the California Department of Public Health (CDPH) & the Department of Health Care Services (DHCS), effective July 1, 2007.
<b>CDPH</b>	California Department of Public Health (formerly a component of the CDHS), formed July 1, 2007.
<b>CDPH 1203</b>	<i>Contractor's Equipment Purchased with CDPH Funds</i> is a form to track Contractor equipment and miscellaneous property which is purchased with CDPH funds and is used to conduct state business under the contract.
<b>CDPH 1204</b>	<i>Inventory/Disposition of CDPH Funded Equipment</i> form for inventory and disposition of equipment purchased with CDPH funds.
<b>CMS</b>	Centers for Medicaid and Medicare Services (CMS).
<b>COMMUNITY HEALTH ASSESSMENT</b>	Description of the complete process of needs assessment and analysis involving the maternal and child health status and health service delivery, serving as the reference point for program planning. Community Health Assessment includes the Community Profile as well as an assessment of the health service system and community strengths or resources available to meet the identified needs. The use of the term in this manner is consistent with national usage.

# ADMINISTRATIVE POLICES AND PROCEDURES

## GLOSSARY OF TERMS AND ACRONYMS

<b>COMMUNITY PROFILE</b>	Description of the principle characteristics important to understanding the health needs of the entire jurisdiction.
<b>CONFIDENTIAL INFORMATION</b>	<p>Any information containing patient identifier, including but not limited to:</p> <ul style="list-style-type: none"><li>• Names</li><li>• Address</li><li>• Telephone number</li><li>• Social Security number</li><li>• Medical identification number</li><li>• Driver license number</li></ul>
<b>CONTACT PERSON</b>	A person appointed by the Agency to interact with the Division and Agency personnel in the on-going information management concerning the Programs.
<b>CONTRACT MANAGER (CM)</b>	A Division staff assigned to an agency, who provides consultation concerning fiscal direction and issues such as Budget development and Invoicing.
<b>CORRECTIVE ACTION PLAN (CAP)</b>	If an audit reveals that an Agency is not following required procedures or maintenance of documents, the CDPH MCAH Division will instruct the Agency to develop a Corrective Action Plan (CAP). The CAP will define the corrective actions the Agency must implement to become compliant. The CAP must be reviewed and approved by Division staff.
<b>CPSP</b>	Comprehensive Perinatal Services Program (CPSP) is an obstetrical, psychosocial, nutritional, and health education services and related case coordination provided by or under the personal supervision of an approved CPSP provider during pregnancy and 60 calendar days following delivery.
<b>CTO</b>	Compensatory Time Off (CTO), time off in lieu of overtime pay.
<b>DHCS</b>	Department of Health Care Services (DHCS), formerly the California Department of Health Services (CDHS), renamed July 1, 2007.

# ADMINISTRATIVE POLICES AND PROCEDURES

## GLOSSARY OF TERMS AND ACRONYMS

<b>EFFECTIVE PRACTICE INTERVENTION</b>	<p>A constructed BIH curriculum that articulates guidelines identified as successful strategies or best practices based on findings in researched literature and local service experience.</p> <p>Specific Effective Practice Interventions are:</p> <ul style="list-style-type: none"><li>• Case management,</li><li>• Health Behavior Modification,</li><li>• Prenatal Care/Outreach,</li><li>• Social Support and Empowerment,</li><li>• Prevention, and</li><li>• Role of Men.</li></ul>
<b>ELECTRONIC MEDIA</b>	<p>Information conveyance vehicles such as, but not limited to: Diskettes, CD ROM, E-mail, etc.</p>
<b>ENHANCED FUNDING</b>	<p>Federal Title XIX reimbursement of <i>eligible approved costs</i> at the ratio of 75% federal dollars to 25% State or Agency general fund dollars.</p>
<b>EPI-INFO/BC</b>	<p>A computer software program developed to assist in the epidemiological analysis of MCAH data, permitting the local MCAH program to; import electronic birth certificate data; review birth electronic records; report on birth certificate data, including generating a variety of tables; graph birth certificate data as pie charts and bar graphs; map birth certificate data by zip code and by census tract.</p>
<b>FFP</b>	<p>Federal Financial Participation (FFP) program is a funding mechanism used to generate additional revenue by reimbursing Agency or State funds with Title XIX dollars at an Enhanced and/or Non-enhanced rate for the proper and efficient administration of the Medi-Cal program's two objectives.</p>
<b>FHOP</b>	<p>Family Health Outcomes Project (FHOP) is a project funded by the Division that has developed data templates and provides ongoing training to assist local Agency's capacities to accomplish comprehensive needs assessment as part of the MCAH Planning process.</p>

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **GLOSSARY OF TERMS AND ACRONYMS**

<b>FIMR COORDINATOR</b>	The Fetal Infant Mortality Review (FIMR) Coordinator is a Division staff member, in collaboration with the MCAH Director, responsible for the implementation of the FIMR program in the local health jurisdiction.
<b>FRINGE BENEFITS</b>	Employer contributions for employer portion of payroll taxes (i.e., FICA, SUI, SDI, Training), Employee health plans (i.e., health, dental, and vision), Unemployment Insurance, Workers Compensation Insurance, and Employer's portion of pension. Retirement plans are included, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
<b>FTE</b>	Full-Time-Equivalent (FTE) means a standard eight-hour workday; 40 hours per week; or 2,080 hours per year.
<b>GOALS</b>	Goals are overall statements of the mission and purpose of the program or an individual program component.
<b>GOOD CAUSE</b>	<p>Circumstances which are beyond the control of the agency and includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Damage to or destruction of the Agency's business office and/or records by a natural disaster, including fire, flood, or earthquake or when circumstances involving such disaster have substantially delayed Agency's operations.</li><li>• Theft, sabotage, or other deliberate, willful acts by an employee that have been reported to the appropriate law enforcement or fire agency when applicable.</li><li>• Other circumstances that are clearly beyond the control of the Agency that have been reported to the appropriate law enforcement or fire agency when applicable.</li><li>• Failure by the Division to fully execute the MCAH Agreement and Budget later than six months after the MCAH Agreement and Budget start date.</li><li>• Untimely illness or absence of any employee trained to prepare invoices, reports, or Budget Revisions. This does not include an Agency vacancy. All circumstances</li></ul>

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will be reviewed and approved/disapproved on a case-by-case basis by Division management.

- Failure by the Division to fully execute revisions before the MCAH Agreement and Budget's termination, expiration date, or fiscal year end.

### **INDIRECT COSTS**

Those costs which are within the Agency and cannot be clearly identified as expenses to direct program costs. The calculation is based on Total Wages (excluding benefits) from the Personnel Detail Worksheet.

### **INVENTORY CONTROLLED ITEMS**

Includes, but is not limited to, computers, PDA, audio, visual and telecommunication items having a base unit cost of less than \$5,000; furniture having a base unit cost of more than \$500 and any additional items requested by the Agency.

### **JOB SPECIFICATION**

County civil service classification describing standard educational and experience requirements for appointment to specific positions. Job Specification can be referred to as a classification specification.

### **LHJ**

A Local Health Jurisdiction (LHJ), i.e., city or county health department, responsible for the public health needs in that designated geographic area.

### **LOW INCOME**

A person or family member who has been determined by the Agency, through an established screening procedure, to be at or below two hundred percent (200%) of the Federal Poverty Income Guidelines in effect during the term of the MCAH Agreement and Budget.

### **MAA**

Medi-Cal Administrative Activities (MAA).

### **MCAH**

Maternal, Child and Adolescent Health (MCAH).

### **MCAH DIRECTOR**

The Maternal, Child and Adolescent Health (MCAH) Director is an individual appointed by the Agency who is responsible for carrying out the terms and conditions of the MCAH program Agreement and Budget.

### **MCAH DUTY STATEMENTS**

Defined activities specific to program and position requirements and are considered legal and contractual obligations which can be audited.

# ADMINISTRATIVE POLICES AND PROCEDURES

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<b>MCAH INFRASTRUCTURE</b>	An underlying foundation or basic framework developed by building on and broadening the work of local collaborators to advise and support local programs in the expansion of services for MCAH populations.
<b>MCAH POPULATION</b>	MCAH populations include all women of childbearing age, infants, children and adolescents with emphasis placed on the needs of low-income women and their children.
<b>MCAH-RELATED PROGRAMS</b>	Programs operated under the CDPH MCAH Division and accountable to follow the policies set forth in this manual; MCAH, AFLP, FIMR, SIDS, and BIH.
<b>MCF</b>	The Medi-Cal Factor (MCF) is a percentage that identifies the portion of the region's general population receiving MCAH-related services that are Medi-Cal beneficiaries. The MCF is one of two components that determine Title XIX claiming amounts.
<b>MEDI-CAL</b>	California's Medicaid program that provides healthcare and service to those who meet Medi-Cal eligibility requirements.
<b>MEDI-CAL ELIGIBLE</b>	Individuals who have applied for and been granted Medi-Cal benefits, as well as the Medi-Cal potential eligible population (i.e., the population at the poverty rate qualified to receive Medi-Cal benefits).
<b>MEDS</b>	Medi-Cal Eligibility Data System (MEDS).
<b>NON-ENHANCED FUNDING</b>	Federal Title XIX reimbursement of <i>eligible</i> approved costs at the ratio of 50% federal dollars to 50% State or Agency general fund dollars.
<b>OMB Circular A-133</b>	Federal Office of Management and Budget (OMB), in reference to Circular A-133, Audits of states, local governments and non-profit organizations.
<b>ORGANIZATION CHART</b>	A diagram illustrating the interrelationship of the local health jurisdiction staff associated with all MCAH-funded programs.
<b>OTHER INDIRECT EXPENSE</b>	Agency indirect expense that is not included in the Indirect Expense budget line item.
<b>OUTREACH</b>	Activities to inform and/or connect persons to available services or care.

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **GLOSSARY OF TERMS AND ACRONYMS**

<b>PCG</b>	Prenatal Care Guidance (PCG) consists of obstetrical, psychosocial, nutritional health educator services and related case coordination provided by or under the supervision of an approved CPSP. PCG is provided during pregnancy and 60 days following delivery.
<b>PROGRAM CONSULTANT (PC)</b>	A Division staff person, assigned to an agency or program, that provides skilled expertise in the areas of program standards, SOW, personnel, program policy development, and quality improvement.
<b>PROGRAM COORDINATOR</b>	The individual appointed by the Agency to administer the associated program activities stated in the approved MCAH Agreement and Budget.
<b>PSC</b>	Perinatal Services Coordinator (PSC) is the person, in collaboration with the MCAH Director, responsible for the implementation of the CPSP in the LHJ.
<b>QA</b>	Quality Assurance (QA). A program for the systematic monitoring, evaluation, and improvement of the various aspects of a program, entity or group.
<b>SALARY SAVINGS</b>	Salary savings are a result of unfilled positions and reduced FTEs and are not allowable in AFLP without Contract Manager Approval. The criteria is that services provided should not be diminished to cover operational expenses. Please consult the MCAH Program Consultant or Contract Manager.
<b>SATISFACTORY</b>	When used in regard to progress reports, adequate information has been provided to the Division and allows the Division to assess the Agency's progress in meeting goals and objectives in the SOW/Workplan.
<b>SECONDARY DOCUMENTATION</b>	Secondary documentation gives support to the claiming of matchable FFP funding, can be requested by the Division to verify high percentages of FFP matching, and is reviewed during on-site audits to verify the percentage of FFP matching.
<b>SGF</b>	State General Fund (SGF).

# **ADMINISTRATIVE POLICES AND PROCEDURES**

## **GLOSSARY OF TERMS AND ACRONYMS**

<b>SIDS</b>	Sudden Infant Death Syndrome (SIDS).
<b>SOW</b>	A Scope of Work (SOW) is a component in the MCAH Agreement and Budget which contains the goals, objectives and methods of evaluation to be met under the terms and conditions of this MCAH Agreement and Budget.
<b>SOW REVISIONS</b>	A change in the previously approved SOW.
<b>SPMP</b>	Skilled Professional Medical Personnel (SPMP) have the education and training at a professional level in the field of medical care or of an appropriate medical practice.
<b>SUBCONTRACT</b>	A written agreement between the Agency and a subcontractor specifically related to securing or fulfilling the Agency's obligation to the Division under the terms of the MCAH Agreement and Budget.
<b>TCM</b>	Targeted Case Management (TCM), a Medicaid program.
<b>TIME STUDY</b>	A method to record time spent on all activities for those staff claiming FFP.
<b>TITLE V FUNDS</b>	Unmatchable federal MCAH Block Grant funds authorized under Title V of the federal Social Security Act.
<b>TITLE XIX FUNDS</b>	Federal Medicaid money obtained under Title XIX of the federal code by means of State and/or local revenue match for costs of activities related to eligible and potentially eligible Medi-Cal women and children.
<b>WIC</b>	Women, Infants and Children (WIC) Supplemental Food Program, USDA, a Federal funded nutrition program.